

# **Attachment A**

## **Professional Services Agreement**

**PROFESSIONAL SERVICES PROVIDER AGREEMENT  
BY AND BETWEEN  
THE CITY OF VICTORVILLE  
AND  
SIERRA GOLF MANAGEMENT, INC.  
FOR  
PROFESSIONAL MANAGEMENT SERVICES FOR GREEN TREE GOLF  
COURSE, PROJECT JM24-089**

THIS PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024, for reference purpose only, is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and Sierra Golf Management, Inc., a California corporation, hereinafter referred to as "Provider." City and Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the City requires **Professional Management Services for Green Tree Golf Course**; and

**WHEREAS**, **Provider** represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

**WHEREAS**, in light of the facts set forth above, the City desires to retain the services of a qualified Provider to provide, on an independent Provider basis, **Professional Management Services for Green Tree Golf Course**; and

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Section 1.                      RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

**Section 2.                      SCOPE OF SERVICES**

Provider shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated as part of this Agreement by this reference.

### **Section 3.**                      **COMPENSATION**

The City shall pay to Provider a sum not to exceed **Two Million Nine Hundred Forty-eight Thousand Nine Hundred Fifty-one and 00/100 Dollars (\$2,948,951.00)** for faithful performance of the services to be rendered under this Agreement, subject to the Proposal provisions of Section 4, below, as follows:

<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
<b>\$567,607.00</b>	<b>\$578,479.00</b>	<b>\$589,568.00</b>	<b>\$600,880.00</b>	<b>\$612,417.00</b>
<b>Total</b>				<b>\$2,948,951.00</b>

No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Provider unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Provider's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

### **Section 4.**                      **COST PROPOSAL**

The City shall pay Provider as provided in the Cost Proposal, attached hereto as Exhibit "B" and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Provider shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Provider's invoice.

### **Section 5.**                      **STATE PREVAILING WAGE AND RELATED LABOR PROVISIONS**

a. Compliance with State Prevailing Wage Law. Pursuant to California Labor Code Section 1773, the City has obtained from the Director of the Department of Industrial Relations ("DIR") the general prevailing rate of per diem wages and the general prevailing wage rate for holiday and overtime work applicable for each craft, classification, or type of worker in San Bernardino County, California, where the Project is to be performed. Copies of these prevailing rate of per diem wages are on file at the City of Victorville Finance Department/Purchasing Division and shall be made available for review to any interested party on request. Copies of these prevailing rate of per diem wages are also available from the State of California via the internet at <http://www.dir.ca.gov/DLSR/PWD>. Provider and its subproviders/subcontractors shall pay not less than said specified prevailing rate of per diem wages to all workers employed by them in the performance of any work under this Agreement which constitutes "public works" or "public work", including without limitation, the **Professional Management Services for Green Tree Golf Course**, and any other work or services described in or encompassed by California Labor Code ("Labor Code") Sections 1720 through 1720.9, 1771, and 1772. Provider shall be solely responsible for using the correct and current prevailing wage rates and performing accordingly. An error on the part of any awarding body does not relieve the Provider from the responsibility for payment of the correct prevailing wage, or compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at the work/job site, employment of apprentices, and other requirements of Labor Code Section 1720 *et seq.*; Labor Code Section 1810 *et seq.*;

California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws.

b. Designation as Not Determinative. For purposes of this Agreement, Provider its subproviders or subcontractors shall be subject to and shall comply with all provisions of the Labor Code applicable to Providers and subproviders when they are engaged in the performance of any work under this Agreement which constitutes “public works” or “public work” as defined in subsection a above, despite being designated as a Provider or subprovider herein.

c. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the provisions of this Section 5 and the terms of **Exhibit “A”** or **Exhibit “B”** of this Agreement, the provisions of this Section 5 shall control, and nothing herein shall be considered as an acceptance of the terms of Providers’s Scope of Services, Scope of Work, or Cost/Bid Proposal which conflict with the provisions of this Section 5.

d. Payroll Records. Provider and its subproviders/subcontractors must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 *et seq.* (hereinafter the “**Regulations**”), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(1) Provider and Subproviders/Subcontractors Obligations. Provider and each subproviders or subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct; and

(b) Provider and or subproviders/subcontractors has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any covered work performed by its employees on the Project.

(2) Certified Record. A certified copy of an employee’s payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to the City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(3) Enforcement. Upon notice of noncompliance with Labor Code Section 1776, Provider and/or subproviders/subcontractors has ten days in which to comply with the requirements of this section. If Provider and/or subproviders/subcontractors fails to do so within the ten-day period, Provider and/or subproviders/subcontractors will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Provider and/or subproviders/subcontractors.

(4) Payment of Invoices. Copies of the certified payrolls, proof of payroll submissions, and appropriate lien releases are required with each invoice to the City. Payment of the invoice may be delayed when payroll-related documents and/or lien releases are not included with the invoice.

e. Apprentices. Provider is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.

f. Notices. Pursuant to Labor Code section 1771.4, Provider is required to post all Job Site notices, including prevailing wage rates and other notices, as required by regulation.

g. Other Labor Requirements. Provider has the responsibility for and shall comply with all other applicable requirements of Labor Code Section 1720 *et seq.*, Labor Code Section 1810 *et seq.*, the Regulations, and all other applicable State labor laws. Provider further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Provider shall require the same of all its subprovider or subcontractors.

h. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hours laws will be enforced as follows:

(1) Pursuant to Labor Code section 1775, the Provider and any subproviders/subcontractors under it shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Agreement by it or by any subproviders/subcontractors under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Provider and/or subproviders/subcontractors as provided for in Section 1775.

(2) Pursuant to Labor Code Section 1813, Provider and its subproviders or subcontractors shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Provider or subproviders/subcontractors for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, except as specified in Labor Code Section 1815. In accordance with the provisions of Labor Code Section 1810 *et seq.*, eight (8) hours is the legal working day.

i. DIR Monitoring. Pursuant to Labor Code Section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the DIR.

j. DIR Registration. Pursuant to Labor Code Sections 1725.5 and 1771.1, the Provider and its subproviders/subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Agreement, Provider represents that it is aware of the registration requirement and is currently registered with the DIR. shall maintain a current registration for the duration of the Agreement. Provider shall further include the requirements of Labor Code Sections 1725.5 and 1771.1 in any subcontract and

ensure that all subproviders/subcontractors are registered at the time this Agreement is entered into and maintain registration for the duration thereof.

#### **Section 6.                      TERM OF AGREEMENT**

This Agreement shall be for an Initial Term of **Five (5) years** commencing on **the date of full execution of the Agreement** (the "Commencement Date") and expiring on **Five (5) years from the Commencement Date** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent Agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended **for a one-time Five (5) year period** (hereinafter "Option Period"), at the option of the City, subject to satisfactory performance as determined by the City. The City shall give Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Provider the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Provider.

#### **Section 7.                      INDEPENDENT PROVIDER STATUS**

It is the express intention of the Parties that Provider is an independent Provider and not an employee, agent, joint venture, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Provider or any employee or agent of Provider. Both Parties acknowledge that Provider is not an employee for state or federal tax purposes or any other purpose. Provider shall retain the right to perform services for others during the term of this Agreement.

#### **Section 8.                      REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT PROVIDER'S STATUS OF PROVIDER**

a.        Provider represents and acknowledges the following:

(1)        The City is not required to provide any training or legal counsel to Provider or its employees in order for Provider to perform the services described in this Agreement.

(2)        Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3)        The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate Agreement.

(4)        Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Provider to perform the services described in this Agreement.

(6) Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Provider is solely responsible for determining who, under the supervision or direction of Provider, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Provider to set the hours in which Provider performs or plans to perform the services set forth in this Agreement.

(5) Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Provider is not (required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Scope of Services set forth in Exhibit A and any procedural requirements set forth by law, Provider is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

## **Section 9. NOT AGENT OF THE CITY**

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Provider or by any third person to create the relationship of principal and agent.

b. Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

## **Section 10. LICENSES AND PERMITS**

Provider represents that it has obtained and will maintain at all times during the Initial Term (and during the Option Period, if applicable) of this Agreement all business licenses, including but

not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

#### **Section 11.**                    **STANDARD OF PERFORMANCE; WARRANTY**

a.        Provider agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **Donna Meester, Director of Community Services, or her designee.**

b.        By executing this Agreement, Provider warrants that it:

- (1)        Has thoroughly investigated and considered the services and work to be performed;
- (2)        Has investigated the issues regarding the scope of services to be provided;
- (3)        Has carefully considered how the services and related work should be performed; and
- (4)        Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

#### **Section 12.**                    **FAMILIARITY WITH WORK**

Should Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Provider shall immediately inform the City of such fact and shall not provide any services, except at Provider's risk, until written instructions are received from **Donna Meester, Director of Community Services, or her designee.**

#### **Section 13.**                    **CONFLICTS OF INTEREST**

Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Provider's services under this Agreement. Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Provider having such interest shall be employed by it. In the event the City determines that Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Provider may result in termination of this Agreement by the City.

#### **Section 14.**                    **COMPLIANCE WITH LAWS**

Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Provider or its employees, officers, or board members.

## **Section 15.**

## **INSURANCE REQUIREMENTS**

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Provider, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this agreement by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance as may be determined necessary. Provider agrees that the insurance requirements specified in the Agreement do not reduce the liability Provider has assumed in the indemnification section of the Agreement.

Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Insurance must not exclude coverage for Trees of any height or Golf Carts.
- b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Provider has no employees, it may certify or warrant to the City that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage may be waived by the City's Risk Manager.
- d. Property insurance: Provider acknowledges that the insurance to be maintained by City on the Premises will not insure any of Provider's property or improvements made by Provider. Accordingly, Provider shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Provider and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least one hundred percent (100%) of the insurable value of Provider's property. Such coverage shall name the City as a loss payee as their interest may appear.
- e. Pollution Liability: For liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations."

## **Section 16.**

## **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. Insurance is to be placed with good and responsible insurers authorized to conduct business in the state of California and acceptable to the City.

b. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

c. For any claims related to this agreement, the Provider's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

d. Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

e. Each insurance policy required in this Agreement shall provide that coverage shall not be canceled, except with written notice to the City.

f. Self-insured retentions must be declared to and approved by the City.

g. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.

h. If any coverage required is written on a claims-made coverage form:

- (1) The retroactive date must be shown, and this date must be before the execution date of the Agreement or the beginning of work.
- (2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of work.
- (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the agreement

effective, or start of work date, the Provider must purchase extended reporting period coverage for a minimum of five (5) years after completion of work.

- (4) A copy of the claims reporting requirements must be submitted to the City for review.

i. Provider shall require and verify that all subcontractors/subproviders maintain insurance meeting all requirements stated herein, and Provider shall ensure that City is an additional insured on insurance required from subcontractors/subproviders. For CGL coverage, subcontractors/subproviders shall provide coverage with a form at least as broad as CG 20 38 04 13.

j. Provider shall furnish the City with original Certificates of Insurance and endorsements effecting coverage required by this Agreement at least seven (7) days prior to the commencement of any services to be performed under this Agreement. All Certificates of Insurance and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the option to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

k. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Section 17.                      TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

#### **Section 18.                      TIME OF THE ESSENCE**

Time is of the essence in the performance of this Agreement.

#### **Section 19.                      INDEMNIFICATION**

a. Provider shall defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the City), which may

arise out of Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or willful misconduct, or that of its officers or employees.

b. The City does not and shall not waive any rights that it may have against Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

## **Section 20.                      REPORTS**

Upon request by **Donna Meester, Director of Community Services, or her designee** or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Provider shall prepare and submit reports to the City concerning Provider's performance of the services required by this Agreement.

## **Section 21.                      RECORDS**

a. Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Donna Meester, Director of Community Services, or her designee**, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **Donna Meester, Director of Community Services, or her designee**, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Provider hereunder shall be retained by Provider and made available to **Donna Meester, Director of Community Services, or her designee**, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

## **Section 22.                      RESERVED**

## **Section 23.                      CONFIDENTIALITY; OWNERSHIP OF WORK**

a. Any and all documents and information obtained from the City or prepared by Provider for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to the City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Donna Meester, Director of Community Services, or her designee**, or as required by applicable law.

c. Provider shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **Donna Meester, Director of Community Services, or her designee**, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Provider in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Provider's services or when requested by **Donna Meester, Director of Community Services, or her designee**. Such materials may be used, reused or otherwise disposed of by the City without the permission of Provider.

e. Provider's covenants under this Section 27 shall survive the termination of this Agreement.

#### **Section 24. PRINCIPAL REPRESENTATIVES**

a. **Jeff Christensen, President**, is designated as the principal representative of Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **Donna Meester, Director of Community Services, or her designee** shall be the principal representative of the City for purposes of communicating with Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

#### **Section 25. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES**

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the Initial Term, the City may request that the Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **Professional Management Services for Green Tree Golf Course**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

#### **Section 26. ENTIRE AGREEMENT**

a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the City and Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any Party, except those covenants and Agreements in this Agreement.

c. No Agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

## **Section 27.                    AMBIGUITIES**

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibit "B"** is attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Provider/Professional Services Standard Provider Agreement and **Exhibit "B"** the terms of this Provider/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibit "B"** shall be deemed to supersede any of the provisions of this Provider/Professional Services Standard Provider Agreement.

## **Section 28.                    NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:	Donna Meester, Director of Community Services Community Services Department City of Victorville 14343 Civic Drive Victorville, CA 92392
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To Provider:	Jeff Christensen, President Sierra Golf Management, Inc., 23525 Robertson Blvd. Chowchilla, CA 93610
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b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

## **Section 29.                    NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Provider, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Provider or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

## **Section 30.                    REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

**Section 31.**                    **WAIVER**

a.        No waiver shall be binding unless executed in writing by the Party making the waiver.

b.        No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c.        Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

**Section 32.**                    **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

**Section 33.**                    **CARE OF WORK**

The performance of services by Provider or the payment of money by the City shall not relieve Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Provider.

**Section 34.**                    **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 35.**                    **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

**Section 36.**                    **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

**Section 37.**                    **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be

deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

**Section 38.**                    **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 39.**                    **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

**Section 40.**                    **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

**Section 41.**                    **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

**Section 42.**                    **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged

breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

**Section 43.**                    **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Provider, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

**Section 44.**                    **REPRESENTATIONS OF PARTIES AND PERSONS  
EXECUTING AGREEMENT**

a.        Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b.        The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

**Section 45.**                    **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

SIERRA GOLF MANAGEMENT, INC.

By: \_\_\_\_\_  
Elizabeth Becerra, Mayor

By: \_\_\_\_\_  
Jeff Christensen, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Jennifer Thompson, City Clerk

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sandra Bostick, Risk Manager

Dated: \_\_\_\_\_

APPROVED AS TO STANDARD FORM:

By: \_\_\_\_\_  
Andre de Bortnowsky, City Attorney

Dated: \_\_\_\_\_

# **EXHIBIT A**

## **SCOPE OF SERVICES**

City agrees to engage Provider and Provider agrees to furnish all necessary labor, tools, materials, appliances, and equipment, with exception to capital equipment with a one item cost of \$5,000 or greater, for and do the Work for the Project. The Work shall be performed in accordance as generally described in the Request for Proposal, Project JM24-089, to include all applicable Addenda for the Project, portions of which are attached hereto for ease of reference as **Exhibit "A"**, and the entirety of which is currently on file in office of the City Clerk; and (ii) the prices set forth in Provider's Bid Proposal (attached as **Exhibit "B"**).

**CITY OF VICTORVILLE  
RFP CC24-089  
PROFESSIONAL MANAGEMENT SERVICES FOR GREEN TREE GOLF COURSE**

**BACKGROUND**

Designed by William F. bell and opened in October 1963, the Green Tree Golf Course is a challenging eighteen (18) hole, par 72, 6,643 yards championship golf course. It includes 70,000 square feet of greens, 100,000 square feet of Tees, 12 acres of fairways, 68 acres of irrigation rough, 39,245 square feet of bunkers, 144,355 square feet of cart pathway, and a total of 156 property acres.

The Pro Shop is approximately 1,192 square feet with built in cabinetry and fixtures, with the office encompassing 205 square feet and storage area of 156 square feet.

The course receives approximately 15,000 rounds of golf play per year (equal share of weekend and weekday) with an average of 2,300 members. The course operations shall be from sunrise (not before 6am) to sunset, seven days per week, year-round as weather permits.

Currently, the City is in renovation stage of the Green Tree banquet facility converting it into the new library. Construction is anticipated to begin this spring of 2024 with an anticipated Grand Opening of December 2025. Concurrent with the library renovation and the 5,000 square feet addition, the golf lounge area will be redesigned. Additionally, the city is exploring the redesign of the course to install a driving range in the next fiscal year.

**I. GENERAL INFORMATION**

The City is seeking to solicit a proposal for private management, operation and maintenance of the Green Tree Golf Course Facility. The Green Tree Golf Course is located at 14144 Green Tree Boulevard in Victorville, CA, 92395 as shown on the City's webpage at: <http://www.VictorvilleGolf.com>. The City is looking for professional management services to include the following:

- Pro Shop Management
- Concession Management
- Golf Course Maintenance and Management

**SCOPE OF WORK**

**MANAGEMENT, OPERATIONS, AND MAINTENANCE**

**Scope of Work Summary**

The City is seeking an operator that embodies high quality municipal golf standards, that emphasizes customer service, and maintains the highest standards for golf operations, maintenance, and food and beverage services to deliver optimal value. The City hereby requests proposers to demonstrate the ability to provide and perform the following

services including, but not limited to operating an eighteen (18) hole golf course, including driving range and practice areas, concessions and wine/beer and beverages, pro shop, putting and chipping areas and surrounds, and cart maintenance. Successful proposer must have the ability to perform all functions of golf operations, management, maintenance and related services at Golf Courses which includes making reservations for play, providing starter services, operating pro shop for retail sales, rental and maintenance of carts, developing and managing tournament business, hiring and training golf staff for all areas of operations, purchase and maintain all materials, supplies and equipment needed to successfully operate, the purchase and sale of concessions and beverages, liquor, merchandise and supplies; secure and maintain a valid Liquor License; the collection and payment of fees, taxes, surcharges; provide annual operational improvement budgets; provide monthly financial reports and meet with City staff to discuss financial and marketing issues and the performance of all other day-to-day activities related to and or affecting operations at Golf Courses. It is preferred; however, optional for the management company to lease/own golf carts.

The successful proposers' work will be performed within the context of an agreement where the proposer receives a monthly payment for services rendered, for a specified term tentatively scheduled to commence July 1, 2024. All services mentioned above must be performed at the highest industry standards and compliant with all applicable local, county, state and federal laws.

#### Operational Service Plan

The Green Tree Golf Banquet Center is no longer operational and as previously mentioned, is in renovation to be the home of the new City Library. Proposers must demonstrate substantial experience in the management, operations, and maintenance of municipal golf courses and provide documentation of financial success at similar facilities. Successful Proposer shall develop a business plan that will provide a service for the golf community and the public for food/concessions and beverage to include beer/wine. Business plan must also include the following:

- General Overview of plan
- Development of Program Budget (Total Cost)
- Operational Pro Forma, including 5-year cash flow analysis w/assumptions
- 18-hole regulation par 72 golf course
- Pro-Shop
- Maintenance Building and Cart Barn

#### Audit/Operational Review

Successful Proposer will be required to submit, monthly financial reports including detailed and summary income and balance sheet statement, bank deposit report, profit/loss statement, cash reconciliation report, and performance report by the 15th of every month following the performance month. Successful Proposer will also be required to provide and pay for an audit/operational review of golf course records and processes at the request of the city; however, no more frequent than annually. Successful Proposer will be required to meet monthly with City parks' personnel for review of grounds

maintenance and meet quarterly with the Director of Community Services to review performance and financial reports.

## **MAINTENANCE**

### **A. GREENS**

#### **a. Fertilizer**

- i. Fertilize once per month with “The Andersons Contec DG 18-9-18” at a rate of 4.5 pounds per 1,000 sq. feet.
- ii. Add Ferrous sulfate as needed for color.
- iii. Annually monitor soil.

#### **b. Chemical**

- i. Apply Fungicide as needed.
- ii. Daily check mold in the winter or other diseases in the summer.

#### **c. Cultural**

- i. Twice per year Aerification, spring and fall. The aerification process is done with 3/8” hollow tines at 2 x 2” spacing. Based on soil profile tests, a quad tine block of 1/4” hollow tines may be used instead of the standard set up during the summer months to alleviate stress and compaction.
- ii. Remove plugs and top dress with sand.

#### **d. Cutting Heights**

- i. HOC of 5/32nds”

### **B. TEE**

#### **a. Fertilizer**

- i. Apply twice per year after aerification with “Best Super Turf with GAL-XE & Turf Supreme 25-5-5” at a rate of .5 pounds N per 1,000 sq. feet.

#### **b. Cultural**

- i. Aerify twice a year and problem areas up to six times per year
- ii. Each time the tees are aerified the plugs are removed from the tees and sand is placed in the holes.
- iii. Divots are filled on a weekly basis.

#### **c. Cutting Heights**

- i. Cutting heights at the same height as the fairways which are usually set at 0.500”.

### **C. FAIRWAYS**

#### **a. Fertilizer**

- i. Apply twice per year after aerification with “Best Super Turf with GAL-XE & Turf Supreme 25-5-5” at a rate of .5 pounds N per 1,000 sq. feet.

#### **b. Chemical**

- i. Apply fungicide as needed.
- ii. Apply herbicide as needed to control weeds and unwanted grass varieties.

#### **c. Cultural**

- i. Aerify two times per year; more often in stressed areas.

- ii. Remove or drag plugs after aerification.
  - d. Cutting Heights
    - i. Maintain a HOC of .5" to .085" throughout the year depending on course conditions. During times of stress fairways may be cut may be increased to as high as three quarters of an inch.
- D. ROUGH
  - a. Fertilizer
    - i. Apply two times per year after aerification.
  - b. Cultural
    - i. Aerify roughs two times per year where grass is present.
  - c. Cutting
    - i. Cut a minimum once per week, maintain at a height of 1.5".
- E. BUNKERS
  - a. Raking
    - i. Daily hand rake.
    - ii. Daily remove excess water.
  - b. Cultural
    - i. Weekly trimmed.
    - ii. Monthly check sand depth.
    - iii. Add sand as needed.
- F. IRRIGATION
  - a. Daily check for proper functioning irrigation.
  - b. Immediately repair all breaks and malfunctioning heads.
  - c. Adjust water times as needed.
- G. TREES
 

*(All tree work shall be conducted by qualified personnel which may at times require a certified arborist dependent on the nature of the work performed)*

  - a. Remove dead trees as needed.
  - b. Trim all trees as needed.
- H. PLANTED AREAS
  - a. Apply herbicide as needed to control weeds and unwanted grass varieties.
  - b. Remove weeds as necessary, by hand if needed.
- I. CART PATHS
  - a. Edge as needed to ensure safe cart travel.
- J. PARKING LOTS / SIDEWALKS / HARDESCAPED AREAS
  - a. Remove litter, debris, and weeds as needed to ensure walking areas are safe and accessible for pedestrian and vehicular travel.
- K. RESTROOMS
  - a. Two restrooms on the golf course to be maintained in a sanitary manner.
  - b. At minimum clean and stock daily.
- L. CONCRETE DRAINAGE WASHES
  - a. Two locations throughout the golf course: between Yates Road & La Paz Road, approximately 1,134 yards and between Mariposa Road & La Paz Road, approximately 1,190 yards.
    - i. Remove sand and silt from both locations after each rain.

- ii. Excess sand and silt removed can be relocated to Yates Road & Pebble Beach Road of which the City's Public Works personnel will remove.
  - iii. Maintain grass levels along wash to allow carts safe travel.
- b. Natural drainage wash between Wimbledon Drive and Hole #15, approximately 300 yards.
  - i. Remove debris and plan growth to maintain proper flow of water and eliminate standing water.

#### M. TRASH RECEPTICLES

- a. Trash receptacles located throughout the course and Pro Shop shall be emptied daily or greater if needed.

#### N. MAINTENANCE EQUIPMENT

*(see the equipment inventory list at the end of this section)*

- a. All maintenance equipment shall be maintained and services per manufacturer recommendation by qualified personnel which at times may include a certified technician dependent on the work performed.

#### O. CARTS

- a. City prefers operator to supply and maintain carts per manufacturer's specifications. (This is an optional scope of work)
- b. If City provides carts, preferred for operator to maintain carts per manufacturer's specifications to keep carts in proper condition. (This is an optional scope of work).
- c. If the City provides carts, operator shall maintain carts in a clean and proper condition for patron use. This includes, but is not limited to, washing exterior and interior, checking tire inflation, and any visible sign of safety precautions. (This is not an optional scope of work).

## GREEN TREE FOLD COURSE EQUIPMENT INVENTORY (March 2024)

MAKE	DESCRIPTION	MODEL	SERIAL #	Date: Model Year
<b>TRIPLEX MOWERS</b>				
TORCO	GREENSMaster	TRIFLEX 3400	401343091	2016
<b>FAIRWAY MOWERS</b>				
TORO	REELMASTER	5510-D	401286860	2016
JACOBSEN	FAIRWAY MOWER	LF-3400	6794502157	2005
<b>ROUGH MOWERS</b>				
JACOBSEN	TURF CAT	1628D	3.47E+13	
TORO	GROUNDMASTER	4500-D	30857N	2014
JACOBSEN	AR5			
<b>SAND PROS</b>				
JACOBSEN	SAND SCORPION		880071662	
<b>VEHICLES</b>				
KAWASAKI	MULE	KAF400J	JR1AFEJ16MB507318	2021
KAWASAKI	MULE	KAF400J	JR1AFEJ1BMB507319	2021
KAWASAKI	MULE	KAR4004	JR1AFEJ16MB507322	2021
CUSHMAN	TURF TRUCKSTER	898546C	LM21562	
HONDA	BIG RED	2.50E+07	JH3TE0404GM	1986
<b>CHEMICAL SPRAYERS</b>				
CUSHMAN	TURF TRUCKSTER	898627	2140062	2003
<b>SPREADER/SEEDER/ TOPDRESSER</b>				
GEARMORE	SPREADER	PTB560	10006	
METC-RMATIC	TOP DRESSER		58420888577	
HUSQVARNA	SEEDER	968999244	54363054	
<b>LARGE AREA BLOWERS</b>				
BILLY GOAT	BLOWER	F1302H	061410208	
BILLY GOAT	BLOWER		061410209	
SAND PRO	BLOWER		8473	
<b>AERIFIERS</b>				
TORO	PRO CORE	648	3414608381	2004
<b>HAND BLOWERS/ WEED EATERS/EDGERS</b>				
STIHL	BLOWER	BX700X	532666830	2022
STIHL	BLOWER	BR800	534668450	2022
ECHO	WEED EATER	9RM225	T98314885782	2020
ECHO	WEED EATER	JRM266	T47541236920	2020
TRUCT	EDGER	TC-480H	33142	
<b>TRAILERS</b>				
JOHN DEERE	22			
<b>SANDPRO ATTACHMENTS</b>				
RAHN	BOX SCRAPER			

## **EXHIBIT B**

### **COST PROPOSAL**

***See Attachment***

# EXHIBIT B, COST PROPOSAL, PROJECT JM24-089

## CITY OF VICTORVILLE RFP JM24-089 PROFESSIONAL MANAGEMENT SERVICES FOR GREEN TREE GOLF COURSE PROPOSAL SHEET

The undersigned declares that the locations of the proposed operation services, the site layouts, equipment/furniture listings, and scope of services have been carefully examined; and being familiar with all of the conditions surrounding the operations, including the availability of equipment/furniture and labor, the undersigned hereby proposes to furnish all labor, materials, tools, equipment, and incidentals (if applicable), to fulfill the operation scope of services of both golf course facilities. All of the aforementioned shall be done in accordance with said operations scope of services, site layouts, and equipment/furniture listing for the price set forth in the following schedule:

**GREEN TREE GOLF COURSE, 14144 Green Tree Blvd., Victorville, CA 92395**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Golf Operations	(287,137)	(292,350)	(297,411)	(305,780)	(309,420)
Course Maintenance	(686,269)	(714,994)	(728,994)	(743,274)	(757,840)
Management	(180,299)	(182,299)	(184,407)	(186,650)	(188,900)
Carts Supply (optional)					
City Cart Maintenance (optional)					
Concessions	0.00	14,063	14,045	15,662	13,996
Pro Shop	586,098	597,101	607,199	619,162	629,747
<b>TOTAL</b>	<b>\$567,607</b>	<b>(\$578,479)</b>	<b>(\$589,568)</b>	<b>(\$600,880)</b>	<b>(\$612,417)</b>

Proposer Name: SGM, Inc.

By: Jeff Christensen Title: President

Address: P.O. Box 788, Chowchilla, Ca. 93612

Phone: 559-665-4462 Email Address: Dan@sierragolfmanagement.com

 President 7/01/2024  
Signature Title Date

**NOTE: COST PROPOSAL SHEET (PAGE 26) NEEDS TO BE SUBMITTED SEPARATELY IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS "SEALED DOLLAR COST FOR JM24-089 PROFESSIONAL MANAGEMENT SERVICES FOR GREEN TREE GOLF COURSE"**