

APPROVED

**MINUTES
SUN CITY CENTER COMMUNITY ASSOCIATION, INC
BOARD OF DIRECTORS MEETING
WEDNESDAY, JUNE 13, 2012
ROLLINS THEATER**

DIRECTORS PRESENT

Ed Barnes, President
Chuck Collett, Vice President
David Floyd, Secretary

Al Alderman
Martin Hurwitz
Jane Keegan

Ann Marie Leblanc
Sam Sudman

DIRECTORS ABSENT

Howie Griffin

OTHERS PRESENT

Neil Rothfeld, Treasurer
Lyn Reitz, Community Manager
Carol Donner, Recording Secretary
16 Members

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

President Barnes called the meeting to order at 9:00 a.m. All present joined him in the Pledge of Allegiance. A quorum was established with 8 members present.

II. APPROVAL OF THE MINUTES

May 9, 2012 – There being no objections or corrections, the minutes of the Board Meeting held on May 9, 2012 were approved as presented.

III. SECRETARY’S REPORT

David Brown - Secretary Floyd recognized the efforts of David Brown in supporting homeowner associations with their recent problems with Hillsborough County and the back-flow mandate. A copy of President Barnes’ letter to Mr. Brown is attached.

Acknowledgements –Secretary Floyd reported that the CA had received \$720 from the Monday Movies to offset License Fees and \$250 from the Ceramic Club for the Hardship Fund. He announced that Minto Communities donated \$10,000 and Brandon Honda donated \$11,000 towards the July 4, 2012 Fireworks. Brandon Honda also donated \$3,350 to sponsor the wine and cheese after Sunday Afternoon Series Shows during the 2012/13 season. In addition, the Sun City Line Dancer’s Club donated \$50 for FunFest.

IV. PRESIDENT’S REPORT

A copy of President Barnes’ report is attached.

V. TREASURER’S REPORT

Treasurer Rothfeld reported on financials through May 31, 2012. The Operating Fund has a net cash balance of \$1,955,391. In the Capital Fund, there is a balance of \$1,239,665. In the Replacement Fund, there is a balance of \$1,808,653. The Renovation Fund has a balance of \$31,413. He also stated that Capital Fund Fees were received in May for 35 homes. Total year-to-date of 173 homes closed through May against a budget of 100 homes.

VI. MANAGER'S REPORT

Community Manager Lyn Reitz's report is attached.

VII. STANDING COMMITTEE REPORTS (None)

VIII. SPECIAL PURPOSE COMMITTEE REPORTS

Management Contract Re-Compete Committee Report

Chairman Chuck Collett presented the Board with their report. A copy of his report is attached.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

- 1) Approve Hiking Club as an affiliated CA club
 Director Keegan **MOVED** that the Board approve the Hiking Club of Sun City Center as an affiliated CA club. **SECOND:** Director Alderman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

- 2) Approve Dream Circle as an affiliated CA club
 Director Keegan **MOVED** that the Board approve Dream Circle as an affiliated CA club. **SECOND:** Directory Hurwitz. **VOTE:** Unanimous in favor by voice vote. Motion carried.

- 3) Accept the Management Contract Re-Compete Committee Report
 Secretary Floyd **MOVED** that the Board accept the Management Contract Re-Compete Committee Report and that the Management Contract Re-Compete Committee be authorized to negotiate a new contract with The Continental Group, Inc. for the management of our facilities. **SECOND:** Director Alderman. **VOTE:** Unanimous in favor by voice vote. Motion carried.

XI. GOOD & WELFARE (None)

XII. ADJOURNMENT

Director Floyd **MOVED** the meeting be adjourned. **SECOND:** Director Hurwitz. **VOTE:** Unanimous in favor by voice vote. The meeting was adjourned at 9:32 a.m.

AUDIENCE PARTICIPATION



David Floyd
Corporate Secretary
DF:dw
Attachments (4)

ADDENDUM – MINUTES – JUNE 13, 2012

*Audience comments are not an official part of the Board Meetings
They are condensed and summarized for reference only.*

NAME

SUBJECT

John Bowker

Will the house that the CA now owns through foreclosure be offered for sale to our members? *We only have a Certificate of Title – the bank still owns the property. It could be rented out until then in an effort to recover our dues money.*

Will the list of what the Board is working on be included in the NEWS?
Yes.

Phyllis Hodges

Asked for information on the Survey for the NEWS. Suggested that when Board reviews survey before being sent out, that an independent person be included in that review.

The TV being installed in the Atrium should be up and running within the next few days.

SUN CITY CENTER



COMMUNITY
ASSOCIATION, INC.

1009 N. PEBBLE BEACH BLVD. • SUN CITY CENTER, FLORIDA 33573
(813) 633-3500 • FAX (813) 634-3486

June 13, 2012

Mr. David Brown
1805 Burlington Circle
Sun City Center, Florida 33573

Dear Mr. Brown:

The Sun City Center Community Association's Board of Directors would like to thank you for your efforts on the behalf of the residents of Sun City Center.

Your success in supporting the Homeowners Associations in their recent problems with Hillsborough County and the back-flow mandate were much appreciated.

Over the past years you have worked diligently to support our residents in the onerous burden of the back-flow devices. Your efforts have saved the local Homeowners Associations and Property Owners Associations many dollars of hard to come by funds.

The Board of Directors truly appreciates your work on the behalf of our community.

Thank you.

With our best regards,

A handwritten signature in black ink, appearing to read 'Edmund L. Barnes'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Edmund L. Barnes

President

President Ed Barnes' Report – Board of Directors Meeting - June 13, 2012

Long Range Plan

We continue to make progress in developing a long range plan for your facilities based on membership input. As most of you know, we had eleven Focus Groups with over 135 members participating which met during the month of May. Many of the sessions lasted up to three hours. The membership involvement was excellent with a lot of good input to the facilitators. It is my understanding that everyone who volunteered was assigned to a Focus Group – also heard that we had a few people who weren't on the volunteer list that showed up and participated. Anyway, I would like to personally thank all of the members who participated in these Focus Groups. Your opinions and ideas are valuable contributions to the future of your community. The moderator will use these inputs to develop a survey document which will be sent to the membership in the early summer. I encourage everyone to participate in this survey – it is for the future of your Community Association. The plan is to mail out the surveys in early July and to receive the returns during July and August. These surveys will be mailed to all members. The surveys will be collected and will result in a report to the membership at a Town Hall meeting in the fall. These results will be used to develop a long range plan which will be put to a membership vote late this year. Remember our goal here, is to use a process which will produce an independent, unbiased and objective assessment of the needs of the membership – key here is needs of the membership in total. Again I encourage everyone to respond to the survey which can be mailed directly to the moderator. We will also set up a locked drop box in the CA office for collection of the surveys which will be provided directly to the moderator.

July 4 Fireworks

I think that everyone is aware that we plan another July 4th celebration on the North Course. The day will start with a Holiday Style breakfast in the Florida Room. This breakfast will be patterned after the famous Ann Marie pancakes, eggs and sausage breakfast but this time it will be a Sam and JoAnne Sudman breakfast. Sam and JoAnne have volunteered as the coordinators for this breakfast. They are still looking for people to help so if you would like to volunteer contact Sam or JoAnne. Hours of operation are from 7 – 12:00 Noon. In the late afternoon, the Sandpiper Grill will be providing grilled chicken, boneless ribs and brats with sides in front of the North Lakes Club House from 6PM – 8PM. In addition, the Sandpiper Grill will provide entertainment by a local band prior to the start of the fireworks. We expect the fireworks to start around 9:15 PM. There will be designated areas for observing the fireworks display. However, much of the driving range will be roped off for safety purposes. We were very, very fortunate this year to have secured two corporate sponsors for the fireworks display – Minto Communities, the current SCC developer, and Brandon Honda – thanks to both of these sponsors we are able to put on this event. Both will have displays, so stop by and tell them thanks for their support.

Budget Process

This is the time of the year that we begin putting together the budget for next year. This process starts in June with the Property Manager and Accountant developing a draft budget which is then reviewed by the Treasurer. After the Treasurer's review the draft budget is sent to the Budget Committee for review and analysis. The Budget Committee presents a draft budget to the Board for review. The draft budget is then presented to the membership on September 27 in the Florida Room. The BOD votes on the budget at the October BOD Meeting. The budget is then presented again at the Leaders Meeting on October 16 and again at the Town Hall Meeting on October 24. The membership votes on the dues that support that budget in December. We present the budget to the membership three times because we think it is important that the membership understand the budget make up. The budget is the spend plan for running the CA in 2013.

Management Contract

You will hear today a report from the committee on the re-compete of the Management Contract. The proposals received have been evaluated and the committee is prepared to make a recommendation to the Board. If the committee's recommendation is accepted by the BOD, the next step will be to negotiate a new contract with the vendor. These negotiations will take place over the next couple of weeks and the new contract will be voted on at the July Board of Directors Meeting. We want to get this wrapped up so we can have new cost data for the 2013 budget development.

Liens and Foreclosures

Last month, I reported to you some preliminary information in regard to liens. As you know this is the time of year when we start protecting the CA against non-dues payers. Just to summarize the dues collection process - CA membership dues are due January 31st and become past due on February 1st. We generate four late dues notices with final notice indicating that we will lien the property if the dues are not paid immediately. After mid-May we start filing liens on those houses that have not paid their dues. At every step of this process, we offer late dues payers the opportunity to go on a payment plan to prevent a lien. The payment plan allows them to pay their dues over a period of time prior to the end of the year. As of Monday, we had filed liens on 127 houses which is less than I reported a couple of months ago. Of the 127 houses with liens, 75 are repeats from last year and 52 are new liens. We also have 61 houses in SCC which are under foreclosure – of the 61 houses in foreclosure only 48 have liens on them – which means that 13 of these houses in foreclosure have paid their membership dues – an interesting anomaly which occurs every year. Our foreclosure rate is less than 1% which is very good for Florida. Overall the number of liens is about the same as it was last year. Collection of membership dues is a task we take very seriously. Last year we initiated foreclosure action on a house that had not paid dues since 2008. A few weeks ago that foreclosure action was approved by the court and we received a certificate of title to the property. We are now investigating our options for disposition of that property and recovery of our dues. Filing of liens is not a pleasant task but one which we take very seriously to enforce the restrictive covenants.

Communications

Over the next 6 months or so it is my plan to try and improve communications between the BOD and the membership. I plan to start a summary of the issues/topics your BOD is working on and post that summary to the web site. Since not all people have email we will also, post it to the bulletin boards as well as make it available in the CA Office. Hopefully this will help to keep the membership informed of the issues that the BOD is working on.

Another aspect of communications I want to work on is to try and establish email contact with a larger number of members. Today we have about 2,000 email addresses in our files. Technology is marching on and while we have a number of people who don't use computers, I think it is important to improve that path of communications. Over the next few weeks we will be fine tuning the email database. The objective is to be able to keep the membership more informed of the issues of Sun City Center. We have forms available in the CA office if you would like to be added to the email list to receive this type of information.

I have had some feedback that people would like to have more contact with the BOD to ask questions and discuss issues – so I also plan to re-start the Coffee and Conversations in the fall. Hopefully, we will be able to focus these Coffee and Conversations on specific topics.

Sun City Center Community Association

Board of Directors Meeting

June 13, 2012 from Lyn Reitz, Community Manager

Hazardous Waste Day --- We have scheduled July 12th & 13th from 8am to 3pm that you can bring your paint/cleaners/small appliances (nothing larger than a microwave) to the maintenance shop and drop them off and the maintenance staff will take it to the appropriate area and dispose of properly as a convenience to the members. There is no cost for this disposal.

Identity Theft Program --- Fifth Third Bank will sponsor an Identity Theft Seminar tomorrow, June 14th, at 9am in the Sandpiper Room. Please attend to learn the dos and don'ts of keeping your identity protected.

Library --- Renovations have been completed and it looks great. Please stop by and see all the new decorations and paint colors if you have not already done so.

Room Renovations --- Collecting bids to renovate the Sandpiper and Royal Room at this time. I have just finished the CA Office Board Room which turned out nicely. Once the Sandpiper and Royal Rooms are completed I will be moving to the Florida/Armstrong/Heritage Rooms for renovation next.

Resident Count --- As of May 31st, total residents were 10,375 and total membership dues were 11,046. We are now tracking the residents and vacancies separately to have a true accounting for our records and budgeting processes.

REPORT OF THE SPECIAL COMMITTEE
ON
MANAGEMENT CONTRACT RE-COMPETE

The Special Committee on Management Contract Re-Compete was appointed by President Barnes with the approval of the Board of Directors. Members of the Committee include Chuck Collett, Chairman, Martin Hurwitz, Neil Rothfeld, Bob Shangraw, Jerry Mahoney and Don Van Gelder. With the present five (5) year contract with The Continental Group, Inc. ("Continental"), set to expire on December 31, 2012, the Committee was charged with the responsibility of conducting an open bidding process to seek out the best qualified management company to perform necessary services for the next five (5) years.

Using procedures successfully developed and implemented in the last bidding process the Committee established a plan to solicit bids, provide prospective bidders with the necessary facts to allow them to bid and an objective procedure to evaluate bid responses. It then proceeded to refine and finalize a Request for Proposals (RFP) to be sent to potential bidders. A copy of that RFP is attached to this report.

On April 24, 2012, an Invitation to Bid was sent to ten (10) potential bidders that included the RFP and an invitation to attend an Industry Day briefing on May 8, 2012. A list of the parties contacted is attached to this report.

On May 8, 2012, Industry Day was held at the CA facilities. Nine (9) of the contacted bidders and the full Management Selection Committee attended. The only company that did not attend was Kings Realty & Property Management. A full briefing on our facilities, staff and responsibilities was delivered and the group then toured all the facilities. At lunch hosted by the CA a question and answer session ensued. The attendees were invited to submit any additional questions in writing and were advised that any responses would be forwarded to everyone. They were reminded that bid proposals were due May 22, 2012. Written questions were received from one bidder and the answers to those questions were forwarded to all attendees on May 15, 2012.

On May 22 2012, a majority of the Committee met at the CA offices at 3:00 p.m. to get copies of all submitted bids. Other members obtained their copies of submitted proposals the next day. Only two responses were received; from The Continental Group, Inc., and Vesta Property Services. Three other companies responded that they were not bidding at this time but to keep them in mind for the future. Two companies responded with a declination after the bid deadline and two companies did not respond in any fashion.

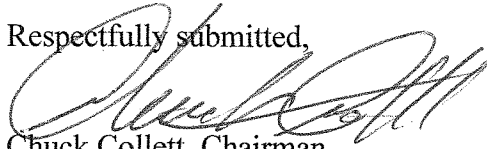
On May 25, 2012, the Committee met to discuss the proposals and how to proceed. Because there were only two proposals to evaluate the process was somewhat simplified. An evaluation process sheet for each bidder was utilized and scored by each member. While the pricing of the two proposals was essentially the same in year one, the cost over five years in Continental's bid was less. More importantly, all of the Committee members felt that certain aspects of Vesta's proposal were unacceptable. Specifically, Vesta would require that all employees of the CA become employees of Vesta; and Vesta would require the CA to use Vesta's software program. In both counts, the RFP clearly stated that only two people (property manager and accountant) would be employees of the management company and that the CA has its own software system that we will continue to use. After considerable discussion and evaluation of the competing proposals the Committee agreed unanimously that it was in the best interest of the CA to proceed with Continental because: a) Their overall pricing was the most competitive; and b) They provide continuity of service at a level that has met our expectations for the past five years.

On May 29, 2012, four members of the Committee visited the offices of Continental in St. Petersburg. We met with Mark Stoops, President, North Florida Region, and other members of senior management. We discussed several areas where improvement of backup capability at the corporate level would better serve the CA's needs. Mr. Stoops indicated his awareness of the issue and assures us there is a strong commitment on his company's part to meet our needs. We also discussed other services provided by Continental that may be of use in the future. Finally Mr. Stoops was advised that the Committee would only make a recommendation which has to be accepted by the Board.

In addition to the continuity provided by remaining with Continental, there are also financial benefits. The price quote from Continental for 2013 is for less than the amount being paid to them in 2012. Finally Continental has committed to a serious expansion of its ability to service our accounting needs in the event of personnel changes at the CA level. That will provide better security against unforeseen events.

For the reasons stated the Committee unanimously recommends that the Board accept Continental as our management company, subject to completion of final contract negotiations.

Respectfully submitted,



Chuck Collett, Chairman

Special Committee on Management Contract Re-Compete



SUN CITY CENTER COMMUNITY ASSOCIATION
BID SPECIFICATIONS

I. General Information

a. The Sun City Center Community Association (SCCCA) is seeking a professional community association management company to manage the affairs of the association. The SCCCA is managed by a Board of Directors (BOD) of 9 members elected by the community. The terms of the BOD members are staggered over a 3 year period. The SCCCA is a Section 501 (c) (3) tax exempt corporation.

b. Sun City Center is located in Hillsborough County and was established in 1962 as a self contained, age-restricted retirement community. The SCCCA has a membership of approximately 11,000 with 6,250 households and is home to more than 200 civic, social and arts/crafts clubs. SCCCA has 11 buildings, indoor and outdoor swimming pools and Lawn Bowling, Shuffleboard, Horseshoe, Tennis, Softball and Dog Park pavilions with an annual operating budget of more than \$2.8 million and assets valued at more than \$13 million. The primary purposes of the Association are to: manage recreational facilities for the benefit of all members; to enforce age and family residency restrictive covenants for the benefit of the community; and to represent Sun City Center to all organizations and persons.

c. The requested contract will be to provide the services necessary to perform the full spectrum of administrative, financial and maintenance management to effectively and efficiently operate and manage an association the size of SCCCA. The Management Company selected for such contract will be expected to have personnel on site at the SCCCA offices located at 1009 N. Pebble Beach Blvd, Sun City Center.

II. Schedule of Personnel

a. The Management Company selected for the contract will provide fully-trained personnel necessary to perform the contract. Office space will be provided at the SCCCA offices for two contractor personnel. SCCCA will provide all office equipment and computers that will be required at the SCCCA office.

b. The Management Company will be expected to provide a full-time Community Manager and a full-time Accountant on site at the SCCCA office. The Community Manager will report directly to the President of SCCCA and the Accountant will report to the Community Manager.

c. The Community Manager will require replacement when on vacation or extended time off of five (5) or more business days. The interim Community Manager will be up to date and current on the affairs of SCCCA and qualified to perform the full spectrum of duties of the Community Manager.

d. The Accountant will require replacement with an individual who is fully qualified on the SCCCA accounting systems when on vacation or absent from work for more than five (5) or more business days.

e. The requested contract will be a firm fixed price five-year contract comprised of a base year and four one-year options.

f. The basic contract will be to provide those services as reflected in the Statement of Work (SOW) in paragraph III.

III. Statement of Work

a. General:

1. Personnel supporting the contract shall have all current licenses and/or certificates as required by the State of Florida.

2. Personnel supporting the contract shall be fully knowledgeable and qualified to operate the Association's software.

3. Senior Management personnel of the contractor (personnel other than the Community Manager and Accountant) are expected to meet at least every three (3) months with the President or other designated representative of the SCCCA to discuss suggestions and recommendations concerning SCCCA affairs and operations. Senior Management is also expected to give the BOD an annual update on any legislative changes that might affect the SCCCA.

b. Administrative Services:

1. A system of checks and balances will be proposed within 30 days after contract award, by the Management Company to ensure against any potential issues of non-compliance by the Community Manager. This system will be approved by the BOD prior to implementation.

2. Contractor will ensure open communications with employees and contractors with regard to current, pending and future projects.

3. The Management Company will be responsible for reviewing and maintaining office procedures and processes on a regular basis and making recommendations for office automation and other improvements.

4. The Management Company will be responsible for providing a contingency and disaster recovery plan for all automated files and paper files. The initial plan will be due for BOD review within 60 days after award of the contract.

5. The Community Manager will:

a. Serve as the SCCCA Human Resources Manager and in this capacity; review and approve staff leave requests; recruit and interview new candidates for staffing; hire, discharge and review performance of SCCCA staff members; review staffing levels with SCCCA President and make recommendations for increases or decreases; ensure staff is diversified; monitor personnel turnover; motivate and lead SCCCA staff; process workers' compensation claims; prepare workers' compensation reports.

b. Conduct compliance monitoring with all federal, state, and local laws that affect the SCCCA and report results to the BOD.

c. Review SCCCA insurance programs and ensure all appropriate insurance coverage (including Directors and Officers Insurance) required to protect the SCCCA, the members and staff are in place. Advise the BOD on matters related to the SCCCA insurance programs; work with the BOD appointed committee members on insurance related issues as required.

d. Coordinate and implement the day-to-day services and operations of the SCCCA.

e. Review and make recommendations for improvement of SCCCA operations and communications.

- f. Generate and respond to communications (email, voice mail, mail, etc) relating to SCCCA business which is within the responsibility and authority of this position.
- g. Conduct thorough investigations when necessary and ensure outcomes are consistent with CA governing documents.
- h. Serve as a member of CERT (Community Emergency Response Team) and participate in responses to emergencies as directed by the BOD.
- i. Communicate with BOD and facilitate Board Policy at the direction of the CA President.
- j. Attend BOD, Membership and Committee Meetings as required, provide reports, and serve or post notices for the SCCCA.
- k. Maintain and provide an accurate delinquency report and late notices/lien letters for Treasurer's approval and dissemination.
- l. Serve as advisor to all SCCCA Committees.
- m. Monitor investment of SCCCA funds and make recommendations to the Treasurer.
- n. Prepare an initial annual budget.
- o. Coordinate orientation packages for new residents and new SCCCA directors.
- p. Coordinate the maintenance of all SCCCA records and files on site and back-up copies offsite.
- q. Coordinate the maintenance of BOD and SCCCA Committees records and files.
- r. Process any insurance claims.
- s. Other duties as may be assigned by the SCCCA President or designated representative.

c. Financial Services:

1. The Contractor will provide a payroll system and services for SCCCA employees.
2. Contractor shall provide access to software system and data to designated SCCCA staff and BOD members.
3. Contractor will accommodate changes to software input and output formats to support SCCCA unique requirements.
4. Contractor will maintain a system of office records and books on-site at SCCCA offices which will be available for inspection and review by designated SCCCA staff and BOD members at any time.
5. Personnel supporting the contract shall be fully knowledgeable and qualified to operate and support the SCCCA software for such functions as check printing, information and reporting functions. Personnel knowledge of the SCCCA's software is not limited to just these functions.
6. It is the responsibility of the Contractor to have a person at corporate who is familiar with the accounting system of the SCCCA. This person must be made available to the SCCCA on a full time basis in the event the on site accountant supplied by the Contractor leaves. This person must remain in that position until another on site accountant is hired and trained
7. The budget is a mandated tool that the BOD and Contractor use to financially operate and manage the SCCCA. The BOD and Contractor are governed by the Florida Statutes and SCCCA governing documents, to operate the SCCCA with a fiduciary responsibility to maintain, protect and improve the SCCCA.
8. The Accountant will:
 - a. Prepare information relating to initial SCCCA budgets, financial statements and documents required by Florida Statutes; continuously assess budget and financial reports; and

assist the Community Manager and Budget Committee in presentation of the annual SCCCA budget to the BOD.

b. Record and deposit all income in CA accounts and provide safekeeping of SCCCA's money.

c. Process invoices, payables and receivables.

d. Ensure accuracy and completeness of files for audit.

e. Record all transactions in the accounting system.

f. Prepare bank signature cards.

g. Prepare vendor invoices for payment, present to BOD for approval, print checks for signatures, mail checks and maintain disbursements journal.

h. Update and maintain payroll records and process payroll bi-weekly.

i. Maintain general ledger and subsidiary journals to support financial activities.

j. Prepare un-audited monthly and cumulative income and expense statements comparing actual expenses to current budget.

k. Implement reporting tools that allow for the analysis and reporting of expenditures to budget for all 1st and 2nd level budget estimates.

l. Prepare and maintain cash flow forecast model based on current and projected expenditures.

m. Maintain records to facilitate annual audit.

n. Assist Community Manager and the SCCCA Treasurer during the development of the Association's annual budget.

o. Develop other tools and reports as necessary for the Community Manager, Treasurer and/or BOD as necessary for the efficient management of the accounting area.

p. Prepare monthly and annual balance sheet.

q. Support preparation of tax returns.

r. Other duties as may be assigned by the SCCCA President or designated representative.

d. Maintenance/Construction Management

1. SCCCA has established The Project Office (TPO) for the control and coordination of all maintenance and construction projects. The Community Manager will be responsible for supporting TPO.

2. The Community Manager will obtain competitive bids for any new maintenance services or construction projects; review and negotiate agreements, contracts and change orders to contracts; and communicate with vendors on performance in coordination with TPO.

3. Establish and maintain an asset management system for all SCCCA assets which clearly identifies each asset and tracks the asset.

4. Establish and maintain an efficient system for processing work orders.

5. Community Manager will ensure that all applicable safety and work area ordinances are adhered to; including OSHA requirements and that an adequate safety training system is in place for all employees.

6. The Community Manager will:

a. Manage approved maintenance and construction projects as directed by TPO.

b. Implement, in coordination with the BOD, procedures for the office, maintenance, custodial, Fitness Center, Library and all of the SCCCA properties and facilities including hours of operation, staffing, etc.

- c. Develop specifications for annual maintenance services and present to BOD.
- d. Support TPO during pre-contract, contract execution and post contract activities.
- e. Support the TPO in recommending priorities for construction/renovation projects to the BOD and throughout the construction process.
- f. Comply with the approved Replacement/Reserve Schedule.
- g. Support TPO during the planning for new and renovation of existing facilities.
- h. Support the TPO and Architect during the facility design phase, and ensure that the specifications and SOWs are prepared in accordance with established business practices.
- i. Support the development of all construction issues, change orders and inspection reports in coordination with the TPO.
- j. Maintain the CA's official records including blueprints and plans for all contract actions.
- k. Ensure that contract funding is executed in accordance with the applicable contract and prepare monthly contract funding summaries.
- l. Monitor and inspect all maintenance services and contract requirements to ensure proper completion.
- m. Ensure contract completion documents and records are maintained with the CA's permanent records.
- n. Consult with the BOD in coordination with the TPO on matters relating to maintenance and special maintenance projects
- o. Supervise the scheduling and implementation of all common area maintenance, deferred maintenance of common areas and set priorities
- p. Make cost-savings recommendations to the BOD, as appropriate.
- q. On a regular basis review or oversee the review of buildings, driving surfaces, tennis courts, pools, grounds, ponds, irrigation systems and make recommendations for improvement to the BOD.
- r. Other duties as may be assigned by the SCCCA President or designated representative.

e. Transition

1. The Contractor will be required to provide a transition plan for implementation of the contract. It is anticipated that the contractor will be fully operational as of the first day of the term of the contract with all of the personnel, data, systems and processes in place to ensure continuous smooth operation of the SCCCA. The transition plan will be submitted to the SCCCA for review and approval a minimum of thirty (30) days prior to the commencement of the contract.
2. The transition plan will:
 - a. Identify all of the data, files, books, records, money and other association property that are required to be transitioned from the current contractor.
 - b. Identify when the data, files, books, records, money and other association property are required to be transferred to the new contractor.
 - c. Identify the format required for data and automated files.
 - d. Time phase the data files to reflect the requirements at each step of the transition process.
 - e. Identify any additional data or information necessary to adequately initiate the contract as of the first day of the term of the contract.

3. Six months after contract award, the contractor will be required to provide the SCCCA an exit plan to transition the awarded contract to the next contract. This exit plan will clearly identify all of the data, files, books, records, money, other association property processes and procedures necessary for a new contractor to assume the responsibilities under a follow-on contract. The contractor will update the plan annually on the contract anniversary date.

IV. Terms and Conditions

a. Contractor will submit a monthly invoice for the management services provided the previous month. The monthly invoice will be the final negotiated annual price of this contract divided by 12.

b. Contractor will be paid once per month no later than 5 business days following the end of the month.

c. Contractor will be paid by SCCCA check.

d. Ancillary services associated with the contract will be negotiated prior to the start of the contract. Ancillary services provided by the contractor will be billed separately from the monthly management fee. Billing format of any ancillary services will be negotiated prior to the start of the contract.

e. From time to time the Contractor may be asked to perform tasks which are out-of-scope of this contract. Those out-of-scope tasks will be negotiated prior to the start of work on the tasks and will be amendments to the contract. These out-of-scope tasks may be one-time events or for on-going services. The billing format and frequency will be negotiated prior to the start of these additional tasks.

f. In the event that the Contractor's performance does not meet the expectations of the SCCCA, the contractor will be provided written notice of non-performance citing the specific reasons for failure to perform. Once this notification is received by the Contractor, the Contractor will be given 30 days to correct deficiencies cited. If the Contractor fails to correct the non-performance deficiencies, the SCCCA may terminate the contract for convenience of the SCCCA with a 60-day written notice to the Contractor.

g. Thirty days prior to the end of the base period of performance and 30 days prior to the end of each option period, the Contractor will be given written notice as to whether the next option period of the contract will be exercised. If the option period is not exercised, the contract will be terminated at the close of business of the last day of the base or option period.

h. On-site employees of the Contractor are the responsibility of the contractor and are employees of the contractor. The Contractor is an independent contractor and assumes all responsibilities for any taxes, insurance or licenses that may be required by federal, state or local laws for the protection of its employees or for the right to do business. The Contractor is responsible for injuries or damage to property that occurs as a result of the Contractor's actions – even if the contractor's insurance in effect does not cover that loss.

i. Contractor shall indemnify and hold harmless the SCCCA, its directors and officers and staff for any claims arising from the contract. Costs associated with resulting actions to rectify any violation shall be borne by the contractor.

j. The Contractor will have in effect or will obtain prior to starting work on the contract the following minimum insurance coverage as to each of which the SCCCA shall be added as an additional named insured:

- (i) Commercial General Liability Insurance extended to include: 1) \$1,000,000.00 limit each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate limit, \$1,000,000.00 limit for personal and advertising injury, and \$1,000,000.00 products and completed operations limit; 2) contractual liability coverage.
- (ii) Commercial Auto Liability with a combined single limit of \$1,000,000.00 and \$1,000,000.00 limit for non-owned and hired automobile liability.
- (iii) Workers' Compensation Insurance according to State statutory limits covering all employees or subcontractors of the Manager, with employer's liability limits of not less than \$500,000.00 each accident for bodily injury, \$500,000.00 each employee for bodily injury caused by disease, and \$500,000.00 policy limit for bodily injury caused by disease.
- (iv) Umbrella or Excess Liability Insurance with limits of not less than \$5,000,000.00 each occurrence and aggregate providing follow-form coverage over the General Liability and Employers' Liability policies.
- (v) The Contractor will have in effect or will obtain prior to starting work on the contract an Errors and Omissions Insurance Policy with SCCCA named as an additional insured for a minimum of \$5,000,000.00
- (vi) Prior to the commencement of work under this Contract, the Contractor shall provide a current and original Certificate of Insurance showing the coverage outlined above. On the renewal date of any insurance policies required by this Contract, the Contractor will supply the Association with a new, original Certificate of Insurance in compliance with all terms of this Contract.

V. Instructions to Bidders:

a. Pricing

1. Bidders should provide one price per year for the base period and each option period for all of the services delineated in Paragraph III above. This price should include labor costs (salaries plus benefits) for the two on-site employees, management fee, profit, software licenses, supplies, cell phones, faxes, official letters, envelopes and other ancillary items necessary to execute this contract including the use of any computers required at the management company office, connectivity for computers, travel expenses and other incidental requirements. It is expected that the price for the option years will include the necessary escalation of wages to retain contractor employees.

2. SCCCA will provide office space, office supplies, office equipment and computers for use by on-site Contractor employees.

b. Past Performance:

1. The bidder will provide references for current or previous (within the last two years) management services contracts that are comparable to the requirements of this solicitation (6,000 units, 11,000 members, \$2.8M annual operating budget) – it is desired that a minimum of five (5) references be provided. If these references are not available due to the size requirements of this solicitation, the bidder must provide sufficient number of examples to demonstrate that the contractor has the capability to meet the requirements of the contract. Each example should cite the size of the contract in terms of number of units, number of members, annual operating budget, type of association, location, services provided, significant achievements, significant problems, resolution to those problems and name, telephone number and email address (if available) of a point of contact with the client that can verify the bidder's performance.

2. The bidder will provide a short narrative (2 pages maximum) of its capability to expand the services cited in the SOW to a population of units and members greater than 10% of the current size of SCCCA. This expansion capability can be demonstrated by performing these services for community associations which are larger than SCCCA.

3. The bidder will provide a short narrative (2 pages maximum) which demonstrates its capability to manage maintenance contracts and maintenance vendors and build good working relations with vendors.

4. Please provide any professional designations held by your company and community manager. These designations might include: Certified Manager of Community Associations; Association Management Specialist; Professional Community Association Manager; Accredited Association Management Company or Certified Property Manager.

c. Summary of requirements for bidder's proposal:

PLEASE SUBMIT SEVEN (7) COPIES OF YOUR PROPOSAL

1. Cover letter.
2. Price Proposal with any exceptions to the terms and conditions.
3. Management Proposal in six sections
 - a. Resumes of no more than two (2) pages in length, for both the Community Manager and Accountant that will be proposed to work on the contract.
 - b. Short narrative (2 pages) of bidder's history and bidder's qualifications.
 - c. Past Performance section summary of successes in managing contracts of this size and list of references with information as indicated in Paragraph V.b.1.
- d. Narrative of capability for expansion to accommodate growth in SCCCA.
- e. Narrative of capability to manage maintenance contracts.
- f. Professional designations held by bidder and proposed Community Manager.

VI. Evaluation of Bids

- a. This will be a single-award contract.
- b. Proposals will be evaluated on the basis of price, past performance and capability for expansion but not necessarily in that order.
- c. The SCCCA intends to make an award to the bidder that represents the best value to the SCCCA. The SCCCA will base the determination of best value on a comparative assessment of price, past performance and capability for expansion.
- d. Price will be evaluated on the basis of total price for the basic SOW. Total price will be the price of the base year combined with the price of each of the option years.
- e. Past Performance will be evaluated on the basis of the submitted documentation; reference checks with the current clients as to the quality of work, responsiveness of the contractor to correcting problems, adherence to schedules and customer satisfaction; the correlation of past or present work with the work identified in the SOW,
- f. Capability for expansion will be based on work for larger clients which is currently being performed and an assessment of the contractor's ability to absorb additional work without impacting current work.
- g. The evaluation process will be an iterative process where the SCCCA will determine the top bidders based on the above criteria. The top bidders will then be invited to make presentations to the SCCCA Selection Committee on why they should be selected for the

contract. Following this presentation, the SCCCA Selection Committee will conduct interviews with the bidder's management and the proposed Community Manager and Accountant. The SCCCA Selection Committee will then visit the offices of each of the bidders within a week of the presentation.

h. The final selection of the management company to be awarded the contract will be made by the BOD SCCCA.

VII. Necessity of Definitive Agreement

a. The matters discussed in this instrument may not cover all matters upon which agreement must be reached in order for a bidder's proposal to be accepted by the SCCCA.

b. Neither the SCCCA nor a bidder shall have any legal obligations unless a definitive agreement is executed by the SCCCA and the bidder.

Potential Management Companies (Bidders)

1. Continental
Mark S. Stoops, President
North Florida Region
2870 Scherer Drive North, Suite 100
St. Petersburg, FL 33716
(mstoops@thecontinentalgroupinc.com)
2. Vesta Property Services-
Matthew Permuth
Assistant General Manager
1900 Clubhouse Drive
Sun City Center 33573
(813) 387-3485
(matthewpermuth@VestaForYou.com)
3. Kings Realty & Property Management-
Michael Jordan, LCAM
504 S. Kings Ave.
Brandon, FL 33511
(813) 689-6595
(krpm@tampabay.rr.com)
4. Avid Property Management
Avelino Vide, III, LCAM
11015 N Dale Mabry Hwy
Suite A
Tampa, FL 33618
(813) 868-1104
(avelino@avidtampa.com)
5. Associa Community Management Concepts, Inc.
Kirk Bliss President
4585 140th Ave North
Suite 1012
Clearwater, FL 33762
(727) 535-2424
(kbliss@cmcfla.com)
6. Sentinel Management Services
James A. Bradley, MBA, LAM
27642 Cashford Circle, Suite 104
Wesley Chapel, FL 33544
(813) 200-6105
(jbradley@sentinelmanagementservices.com)

7. Vanguard Management Group
Bert Winfield
9300 North 16th Street
Tampa, FL 33612
(813) 930-9615 ext. 314
Bert@VanguardManagementGroup.com

8. KW Property Management
Kelly Ann Vickers, LCAM
2963 Gulf to Bay Blvd
Suite 265
Clearwater, FL 33579
(813) 448-3981
kvickers@kwpropertymanagement.com

9. The Castle Group
David Purisch, Director of Business Development
12270 S.W. 3rd Street
Suite 200
Plantation, FL 33325
(954) 792-6000 ext 2833
dpurisch@castlegroup.com

10. Resource Property Management
Dot Thomas, President
730 Park Street
Seminole, FL 33777
(727) 581-2662
dthomas@resourcepropertymgmt.com