

**AGREEMENT BETWEEN DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC.
FOR FISCAL YEARS 2015-2016, 2016-2017 AND 2017-2018 AMENITY FACILITY
MANAGEMENT AND GROUNDS MAINTENANCE MANAGEMENT SERVICES**

This Agreement for Amenity Facility Management and Grounds Maintenance Management Services ("Agreement") is made and entered into as of the 1st day of October, 2015, by and between:

Durbin Crossing Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (hereinafter, "District"), and

Vesta Property Services, Inc., a Florida corporation with offices located at 1021 Oak Street, Jacksonville, Florida 32204 ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has constructed two recreation centers that include swimming pools, a fitness room, and other recreation facilities (collectively, the "Amenity Centers"); and

WHEREAS, the District intends to provide for the operation and/or maintenance of the Amenity Centers; and

WHEREAS, Contractor has a background in the management and maintenance of recreation facilities and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to manage and/or maintain the Amenity Centers and common areas and to provide other services as described in this Agreement and included in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the "Services").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Center

for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES.

A. Management and Staffing Services. Contractor shall provide Management and Staffing Services from October 1, 2015, through September 30, 2018, in accordance with Exhibit A. In order to provide these services, Contractor shall provide the staffing levels and positions as further described in Exhibit A.

B. Pool Maintenance Services. Contractor shall provide pool maintenance services in accordance with Exhibit A, from October 1, 2015, through September 30, 2018.

C. Janitorial Services. Contractor shall provide janitorial services in accordance with Exhibit A, from October 1, 2015, through September 30, 2018.

D. Lifeguard Services. Contractor shall provide lifeguard staff and services in accordance with Exhibit A, from October 1, 2015, through September 30, 2018.

4. COMPENSATION. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement in accordance with the following terms:

A. Management and Staffing Services. Contractor shall provide the Management and Staffing Services described in Exhibit A for not to exceed **Two Hundred Thirty-Seven Thousand Two Hundred and Fifteen Dollars (\$237,215.00)** for the period between October 1, 2015 to September 30, 2016. For the period from October 1, 2016 to September 30, 2017, this annual fee shall be adjusted to **Two Hundred Forty-One Thousand Eight Hundred and Eighty-Five Dollars (\$241,855.00)**. For the period from October 1, 2017 to September 30, 2018, this annual fee shall be adjusted to **Two Hundred Forty-Three Thousand Four Hundred and Sixty-Five Dollars (\$243,465)**. For the period between October 1, 2015 to September 30, 2016, the District shall be entitled to a credit each month of Fourteen Dollars and Seventy-Five Cents (\$14.75) per hour for any hour required by this Agreement to be worked by an Facility Attendant, and a credit each month of Fifteen Dollars and Sixty-Five Cents (\$15.65) per hour for any hour required by this Agreement to be worked by an Facility Monitor, that is in fact not worked. For the period from October 1, 2016 to September 30, 2017, this hourly credit shall be adjusted to Fifteen Dollars (\$15.00) for Facility Attendants and Fifteen Dollars and Ninety-Five Cents (\$15.95) for Facility Monitors. For the period from October 1, 2017 to September 30, 2018, this hourly credit shall be adjusted to Fifteen Dollars and Fifteen Cents (\$15.15) for Facility Attendants and Sixteen Dollars and Ten Cents (\$16.10) for Facility Monitors.

B. Pool Maintenance Services. Contractor shall provide pool maintenance services at a rate not to exceed **Twenty Three Thousand Nine Hundred Dollars (\$23,900.00)** for the period between October 1, 2015 to September 30, 2016. For the period from October 1, 2016 to September 30, 2017, this annual fee shall be adjusted to **Twenty-Four Thousand Three Hundred and Seventy-Five Dollars (\$24,375.00)**. For the period from October 1, 2017 to September 30, 2018, this annual fee shall be adjusted to **Twenty-Four Thousand Six Hundred and Seventy-Five Dollars (\$24,675.00)**. Except as provided in Exhibit A, the District shall pay the annual cost of pool chemicals, which Contractor shall arrange for the District to purchase directly from the supplier.

C. Janitorial Services. Contractor shall provide janitorial services at a rate not to exceed **Sixteen Thousand Six Hundred Dollars (\$16,600.00)** for the period between October 1, 2015 to September 30, 2016. For the period from October 1, 2016 to September 30, 2017, this annual fee shall be adjusted to **Sixteen Thousand Nine Hundred and Ninety Dollars (\$16,990.00)**. For the period from October 1, 2017 to September 30, 2018, this annual fee shall be adjusted to **Seventeen Thousand One Hundred and Sixty Dollars (\$17,160.00)**. The above fees are inclusive of the annual cost of janitorial supplies and paper products, which Contractor shall provide.

D. Lifeguard Services. Contractor shall provide lifeguard services according to the annual schedules provided for Exhibit A, at a cost not to exceed **Thirty-Two Thousand Dollars (\$32,000.00)** for the period between October 1, 2015 to September 30, 2016. For the period from October 1, 2016 to September 30, 2017, this annual fee shall be adjusted to **Thirty-Two Thousand Six Hundred and Fifty Dollars (\$32,650.00)**. For the period from October 1, 2017 to September 30, 2018, this annual fee shall be adjusted to **Thirty-Two Thousand Nine Hundred and Seventy-Five Dollars (\$32,975.00)**. For the period from October 1, 2015 to September 30, 2016, the hourly rate for additional lifeguard services is Fourteen Dollars and Seventy-Five Cents (\$14.75). For the period from October 1, 2016 to September 30, 2017, this hourly rate shall be adjusted to Fifteen Dollars (\$15.00). For the period from October 1, 2017 to September 30, 2018, this hourly rate shall be adjusted to Fifteen Dollars and Fifteen Cents (\$15.15). Contractor agrees it shall not bill for, nor be due payment for, any time that the lifeguards are scheduled to be, but are not, on-duty (e.g., during severe weather events, hurricane preparedness, inadequate staffing, etc.). If the District so chooses, Contractor shall provide a fourth lifeguard from May 27, 2016 to September 5, 2016 (Labor Day) on weekends and holidays at a cost not to exceed Two Thousand Nine Hundred and Fifty Dollars (\$2,950). If the District so chooses, Contractor shall provide a fourth lifeguard from May 27, 2016 to September 5, 2016 (Labor Day) six days per week at a cost not to exceed Seven Thousand Dollars (\$7,000). These two options for additional lifeguard services shall also be available to the District for similar dates during Fiscal Year 2016-2017 and 2017-2018.

E. Invoices. Contractor shall invoice the District monthly for the services provided under this Agreement, except for lifeguard services, for which Contractor may invoice the District every two (2) weeks. Contractor shall provide, upon request, copies of employee time cards documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt.

5. GENERAL PROVISIONS.

A. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff.

B. Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Center or District property, and shall report to the District Manager all known problems related to the Amenity Center or District property within seventy-two (72) hours.

C. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

D. Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services. Contractor shall also provide at its cost all office supplies necessary to perform the services under this Agreement, including such things as printer/copier ink and toner, paper, pens, clipboards, etc. Office supplies shall not include furniture, computers, copiers, cameras, alarm system components and facility access cards which will be paid for by the District.

E. Residents shall pay the applicable hourly rate for Facility Attendants contained in section 4.A. above for temporary staffing services, such as after-hours private birthday parties and private facility rentals, due prior to the commencement of such services.

F. Contractor shall provide use of its Food and Beverage, Alcohol and Catering Licenses for District Events at no additional charge to the District.

G. Contractor shall provide assistance in the development and execution of a Marketing and Communications Plan and periodic community surveys, as outlined in Contractor's proposal dated July 15, 2015, as supplemented, at no additional charge to the District.

H. Contractor shall provide assistance in managing and administering the District's website and newsletters to ensure prompt, convenient and accurate information is published at no additional charge to the District.

I. Contractor shall make available to the District's Supervisors and District Manager the use of the Vesta Vantage software application at no additional charge to the District; provided however, this provision does not require Contractor to share proprietary information regarding the Vesta Vantage software application;

J. Contractor shall perform periodic energy audits to assist in the reduction of the District's utility costs at no additional charge to the District.

K. Contractor shall secure "preferred pricing" from vendors when possible, at no additional charge to the District.

L. Contractor shall use its CPC service department for licensed pool equipment repairs if such use will result in a lower repair cost to the District. For any pool equipment repair estimated to cost in excess of \$500 proposed to be performed by Contractor's CPC service department, Contractor shall first obtain a legitimate quote from a third party service provider which quote must demonstrate that Contractor is the lower cost alternative for the repair. If the pool equipment repair is estimated to cost in excess of \$5,000, Contractor shall first obtain three legitimate quotes from third party service providers which quotes must demonstrate that Contractor is the lower cost alternative for the repair; and

M. To the extent that any other terms provided in Exhibit A conflict with the terms of this Agreement, the terms of this Agreement shall control.

6. SHARING OF REVENUES. Recreation, sports and other programs as described in Exhibit A shall be reasonably priced, with the objective of maximizing Patron participation. The participants of these programs shall be charged directly by Contractor for such services, with fifty percent (50%) of all program net revenues remitted to the District. The Contractor shall report revenue sharing and remit payment to the District on a quarterly basis, within ten (10) days after the end of each quarter period ending on March 31, June 30, September 30 and December 31. The sharing of revenues contemplated in this paragraph is conditioned upon ASG having the exclusive right to offer all personalized instruction at the Amenity Facilities during the term of this Agreement, in accordance with District rules and policies; provided however, if Contractor does not offer a specific program or does not allow for sufficient capacity in a program to serve the District's residents, the District is permitted to arrange for and allow other program providers to use the District's Amenity Facilities. For purposes of this Agreement, ASG shall be deemed to "offer personalized instruction" if such instruction is provided directly by ASG staff or by a third-party provider identified by ASG and approved by the District's Board of Supervisors in accordance with District rules and policies. Should the District conclude the cost of a program(s) offered by Vesta is too expensive, the District shall have the option to inform Vesta in writing that the District is reducing the percentage of program revenues to be

paid to the District, and Vesta shall reduce the cost of the programming charged to residents by an amount equal to the total amount being waived by the District.

7. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently begin repairs of any damage resulting from the Services within twenty-four (24) hours, and complete such repairs as soon as possible thereafter. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Center placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

9. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report to the District Manager as to all accidents, injuries or claims for damage relating to the Amenity Center or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.

10. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. The District shall have the right to elect to terminate only sections 3.C. and 4.C. regarding Janitorial Services (with all other sections of this Agreement remaining intact) at any time upon thirty (30) days' written notice. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Furthermore, upon termination, the District agrees not to employ or otherwise contract with Contractor's Facility Manager for one (1) year from the date of termination and/or expiration of this agreement.

11. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement the following insurance:

(i) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.

(iii) Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

(iv) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).

B. The District and its staff, consultants, and supervisors shall be listed as certificate holders and additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

12. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor will defend, indemnify, save and hold the District, and its supervisors, staff, and assigns ("District Indemnitees") harmless from all loss, damage, injury or any other claims, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor's officers, directors, subcontractors, agents, assigns or employees.

C. For purposes of this section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Center, unless such permit, license, certification, consent, or other

approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

13. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

14. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.
1021 Oak Street
Jacksonville, Florida 32204
Attn: Roy Deary

B. If to District: Durbin Crossing Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Michael C. Eckert

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

19. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

22. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on September 30, 2018, unless terminated earlier in accordance with Section 10, above.

23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to section 119.07(1)(a), Florida Statutes, Contractor shall permit such records to be inspected and copied by any person desiring to do so. Failure of Contractor to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

27. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

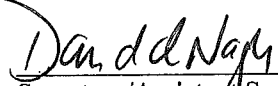
28. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary,
Board of Supervisors

Print Name: David de Nagy


Chairperson/Vice Chairperson,
Board of Supervisors

VESTA PROPERTY SERVICES, INC.


Witness


Print Name of Witness

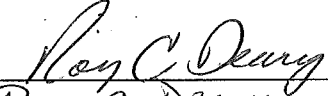
By: 
Print: Roy C. Deary
Its: Vice President

Exhibit A: Scope of Services

EXHIBIT A

1. SCOPE OF MANAGEMENT SERVICES NEEDED

Task 1. – Management and Staffing

The Districts requests all proposals provide for the following management and staffing. If Proposers believe a different management and staffing structure would be more beneficial to the District, it shall be proposed as an alternate so that the District can evaluate both approaches.

A. General Manager. The General Manager shall:

- Manage all maintenance and recreation operations for the community;
- Manage the entire staff provided by Contractor and ensure mission completion;
- Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, HOA meetings, property issues, etc.) using social media;
- Manage and execute the maintenance and recreation budget adopted by the District board and provide monthly update of all project expenditures;
- Ensure both amenity centers are kept in pristine condition for residents at all times;
- Report any major issues or cost overruns promptly to the District Manager or the District Board Chair;
- Ensure all subcontracts and outside vendor maintenance contracts are executed as described (including but not limited to janitorial, security, lifeguard, lake maintenance, and landscape maintenance);
- Present professional “to the point” updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
- Train all staff to treat residents with respect;
- Have expansive knowledge with social media sites including Facebook, email, etc.;
- Have expansive knowledge with Microsoft Word, Excel and Power-Point; and
- Have at least 5 years of management experience in a similar environment or community atmosphere.

B. Maintenance Manager and Staff. The Maintenance Manager reports directly to the General Manager and shall:

- Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
- Supervise any staff hired by Contractor necessary to perform the Maintenance Manager's duties contained herein;
- Ensure that all landscape around the community stays in pristine condition at all times;
- Ensure all trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, ensures all mulched areas are kept clean of debris and trash, ensure all sidewalks are kept free of dog and bird feces, ensure all dog feces boxes are kept stocked with bags, etc.;
- Consistently monitor all community ponds for algae and seepage/bank issues;
- Complete emergency repairs to broken sprinkler heads, etc.;
- Coordinate major repairs (outside of landscape contract) and report to General Manager for approval;
- Treat all residents with respect;
- Report professionally at each District meeting with status of all repairs completed and provide suggestions of key items needed to enhance our community;
- Pick up trash around the community daily;
- Read water meters with St. Johns County personnel once a month;
- Maintain both amenity centers and other community properties, parks, common areas, etc.; complete minor repairs to the clubhouses for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, etc.;
- Responsible for daily repairs and upkeep to all facilities including tennis courts, parking areas, playgrounds, basketball courts, monuments, park areas, clubhouses, volleyball areas, etc.;
- Repair equipment as able and promptly report the need for any repairs not able to be performed; monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor; touch-up painting as needed; control cobwebs and prevent other debris from

accumulating on exterior walls; and replace interior lights and air conditioner filters as needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);

- Maintain an up-to-date operations and maintenance manual, complete with current drawings;
- Survey all community light structures weekly and replace as needed or call JEA for replacement of major community lights;
- Monitor all roads for potholes or drainage issues and report to the appropriate groups for repair;
- Report major repairs in a timely manner and ensure contracts are issued quickly and repairs made professionally. These must be approved by the General Manager;
- Pressure wash all pool decks, monuments, hardscape, sports courts and clubhouses at least twice per year, or more often if needed;
- Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- Provide written Work-in-Progress Reports for projects, and provide written Amenities and Field Operations Reports and written Inspection Reports in the forms included in the Addenda to Contractor's Proposal dated July 15, 2015;
- Should have at least 5 years of experience maintaining a similar community, apartment or housing complex, etc.; and
- A prior contracting license and contracting and landscape maintenance experience is preferred.

Note: Necessary facility repairs that are beyond the capabilities of Contractor's staff, or which are required due to an emergency for which Contractor does not reasonably have time to respond with its staff, are outside the scope of services. In such instances, Contractor shall obtain quotes from third parties to perform such repairs, and supervise such repairs after a quote has been approved by the District Manager if the repair is under \$5,000, or by the District's Board of Supervisors if the repair is \$5,000 or above.

C. Amenities Manager. The Amenity Manager reports directly to the General Manager and shall:

- Supervise and schedule Facility Attendants, Facility Monitors and Lifeguards;
- Supervise the Event Planner/Party Coordinator;
- Develop and administer athletic and cultural lessons, classes, programs and leagues available to the Durbin Crossing community;
- Field resident questions and concerns regarding the amenity facilities and program;
- Respond to and document incidents that occur at the amenity facilities;
- Administer the card access program for residents, guests and others using the District's amenity facilities;
- Have at least 5 years of management experience in a similar environment or community atmosphere; and
- Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District's Rules of Procedure.

D. Event Planner/Party Coordinator. The Event Planner/Party Coordinator shall report directly to the Amenity Manager and shall:

- Receive a set budget to plan parties/events for residents each year. (Examples of events include seasonal events, teen parties, pool parties, fun runs, scavenger hunts, food trucks, wine tasting, polar plunge, parents' night out events, holiday parties, etc.);
- Provide the District with an event calendar prior to each fiscal year outlining a description of each event, budget for each event, etc.;
- Plan community parties and events catered to children of all ages and events for adults and seniors, as envisioned by Contractor's Proposal dated July 15, 2015, as supplemented;
- Coordinate and oversee private rentals of the District's facilities; and
- Have at least 3 years of experience planning and running events as described herein, including proficiency in preparing pamphlets for these events using the appropriate software and media sites.

E. Facility Attendants. The Facility Attendants shall report to the Amenity Manager and shall:

- Be responsible for daily upkeep at each amenity center. Typical activities include: picking up trash inside the amenity centers, picking up trash at the volleyball courts, tennis courts, trash bins, playgrounds, playfields, clean trash from the pool, sweep the pool deck, clean cobwebs from the lights, keep the office and conference rooms orderly, etc.;
- Monitor resident badges using visual confirmation and one employee shall remain in the office at all times during normal business operations. No resident shall enter the amenity centers without visual confirmation from the computer program;
- Monitor the tennis courts, basketball courts and playgrounds and conduct random access card checks daily to ensure non-patrons are not using the amenities;
- Setup conference rooms as requested by paying residents;
- Clean the refrigerators after each party or event;
- Assist the party planner as needed during events and for cleanup afterwards;
- Treat residents with respect;
- Confront confrontational residents and report issues to the facility manager or to the St. Johns County Sheriff, as appropriate; and
- Notify the Amenity Manager of repairs as needed.

There shall be one Facility Attendant present at the North Amenity Center during the following hours:

Between September 15 and March 14 ("Off Season")

Monday	none
Tuesday	none
Wednesday	none
Thursday	none
Friday	none
Saturday	none
Sunday	none

Between March 15 and September 14 ("Prime Season")

Monday	12:00 pm to 8:00 pm
Tuesday	none
Wednesday	12:00 pm to 8:00 pm

Thursday	12:00 pm to 8:00 pm
Friday	12:00 pm to 8:00 pm
Saturday	10:00 am to 8:00 pm
Sunday	10:00 am to 8:00 pm.

There shall be Facility Attendants present at the South Amenity Center during the following hours:

Between September 15 and March 14 ("Off Season")

Monday	none
Tuesday	9:00 am to 6:00 pm (1 Facility Attendant)
Wednesday	9:00 am to 6:00 pm (1 Facility Attendant)
Thursday	9:00 am to 6:00 pm (1 Facility Attendant)
Friday	9:00 am to 6:00 pm (1 Facility Attendant)
Saturday	10:00 am to 6:00 pm (1 Facility Attendant)
Sunday	10:00 am to 6:00 pm (1 Facility Attendant)

Between March 15 and September 14 ("Prime Season")

Monday	none
Tuesday	9:00 am to 8:00 pm (1 Facility Attendant between 9:00 am - 12:00pm; 2 Facility Attendants between 12:00 pm – 6:00 pm; 1 Facility Attendant between 6:00 pm and 8:00 pm)
Wednesday	9:00 am to 8:00 pm (1 Facility Attendant between 9:00 am - 12:00pm; 2 Facility Attendants between 12:00 pm – 6:00 pm; 1 Facility Attendant between 6:00 pm and 8:00 pm)
Thursday	9:00 am to 8:00 pm (1 Facility Attendant between 9:00 am - 12:00pm; 2 Facility Attendants between 12:00 pm – 6:00 pm; 1 Facility Attendant between 6:00 pm and 8:00 pm)
Friday	9:00 am to 8:00 pm (1 Facility Attendant between 9:00 am - 12:00pm; 2 Facility Attendants between 12:00 pm – 6:00 pm; 1 Facility Attendant between 6:00 pm and 8:00 pm)
Saturday	10:00 am to 8:00 pm (1 Facility Attendant between 10:00 am - 12:00pm; 2 Facility Attendants between 12:00 pm – 6:00 pm; 1 Facility Attendant between 6:00 pm and 8:00 pm)
Sunday	10:00 am to 8:00 pm. (1 Facility Attendant between 10:00 am - 12:00pm; 2 Facility Attendants between 12:00 pm – 6:00 pm; 1 Facility Attendant between 6:00 pm and 8:00 pm)

F. Facility Monitors. Facility Monitors shall report to the Amenity Manager and shall:

- Monitor resident badges using visual confirmation and one employee shall remain in the office at all times during normal business operations. No resident shall enter the amenity centers without visual confirmation from the computer program;
- Monitor the tennis courts, basketball courts and playgrounds and conduct random access card checks daily to ensure non-patrons are not using the amenities;
- Open the amenity center and prepare it for resident use in the morning, close the amenity center at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
- Treat residents with respect;
- Respond to and document incidents that occur at the amenity facilities;
- Confront confrontational residents and report issues to the facility manager or to the St. Johns County Sheriff, as appropriate; and
- Notify the Amenity Manager of repairs as needed.

There shall be one Facility Monitor present at the South Amenity Center year round during the following hours:

Monday	4:45 am to 10:00 pm
Tuesday	4:45 am to 9:00 am; 6:00 pm to 10:00 pm
Wednesday	4:45 am to 9:00 am; 6:00 pm to 10:00 pm
Thursday	4:45 am to 9:00 am; 6:00 pm to 10:00 pm
Friday	4:45 am to 9:00 am; 6:00 pm to 10:00 pm
Saturday	4:45 am to 10:00 am; 6:00 pm to 10:00 pm
Sunday	4:45 am to 10:00 am; 6:00 pm to 10:00 pm

Task 2. – Janitorial Services

- Contractor shall perform the following duties in order to maintain the cleanliness of the Amenity Facilities' indoor space and bathroom areas:
 1. Maintain the general appearance of all indoor spaces by vacuuming carpet, dusting, cleaning all tiled areas and cleaning windows and bathrooms.
 2. In addition to vacuuming, maintain carpeting by treating stained areas.
 3. Window cleaning includes window ledges and blinds.
 4. Bathroom cleaning includes – but is not limited to - all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (*costs of paper products and soap shall be included in the flat annual fee proposal.*)
 5. Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights.
 6. Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.
 7. Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labelled and stored.
 8. Contractor shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to in writing by the District Board or District Manager), such as special treatment of carpet stains by an outside contractor, such special janitorial services and/or equipment/supplies shall be billable to the District.
 9. Wiping down and cleaning of fitness equipment no less than twice weekly is required; preventative maintenance of fitness equipment is excluded from the scope of Contractor's responsibilities.

Task 3. – Pool Maintenance Services

- Contractor shall provide the following duties in order to maintain the District's swimming pools:
 1. Check pool water quality and complete equivalent to *DH Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), FAC, per site visit.
 2. Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
 3. Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition.
 4. Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed three (3) days per week, or as needed. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary.
 5. Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism. Such repairs shall be billed separately, upon approval of the District Board or District Manager.
- All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. The District shall purchase directly, all pool chemicals necessary to comply with Items 1 and 2, above.
- The Monthly Pool Service Fee Proposal shall include provision of an automated chemical controller provided by Pool Sure at no additional cost to the District.
- These services include providing a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.

Task 4. – Lifeguard Services

- Contractor shall be responsible for all duties associated with staffing lifeguards at the Pool Facilities including recruiting, hiring, training, scheduling and supervising all personnel. Contractor shall perform normal lifeguarding duties such as monitoring Patrons in the Pool Area, responding to first aid situations, enforcement of District rules and policies, and light pool area cleaning including such tasks as cleaning tile, sweeping the deck, straightening pool furniture, wiping off tables in the designated eating areas as needed or requested, and emptying trash cans during down times. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the schedule provided herein;
- All personnel performing lifeguard duties, and all immediate supervisory personnel, shall be certified in accordance with Florida Statutes and regulations and shall be in full compliance with all relevant Federal, State and local statutes, regulations and rules. Contractor shall provide the District with documentation demonstrating compliance with this section;
- Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the Pool Facilities, including any injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. Contractor shall not file any claims with the District's insurance company without first seeking the prior consent of the District;
- Contractor shall comply with all laws, rules, regulations and requirements of governmental agencies governing or otherwise related to the provision of lifeguard services. Further, Contractor shall promptly and in no event less than seventy-two (72) hours notify the District in writing of any orders or conditions of which it receives notice from a governing entity having jurisdiction over the Pool Facilities. Costs of compliance with such orders or conditions shall be the responsibility of the District; provided, however, that if such requirements are imposed specifically on Contractor's personnel, then Contractor shall be required to bear such expense. By way of example and not limitation, costs to comply with changes in requirements for certifications of lifeguards shall be the responsibility of Contractor; costs to comply with changes in requirements for the Facilities themselves shall be the responsibility of the District. Recognizing that Contractor may be in possession of information required, Contractor shall cooperate fully and in good faith with the preparation by the District for execution and filing by the District of any forms, reports and returns which may be required by law in connection with the ownership, maintenance and operation of the District's Pool Facilities. By way of example and not limitation, this includes renewal of permits, the filing of required forms with the Department of Health, etc.;
- Contractor's personnel shall be familiar with all District written rules and policies and shall use their best efforts and sound professional judgment to inform persons using the

Pool Facilities, as appropriate in each situation, of the applicable rules, policies and notices as may be promulgated by the District from time to time. Contractor shall ensure that its personnel conform therewith and use their professional judgment to enforce said rules, policies and notices while staffing the Pool Facilities. Contractor assures the District that all third parties will be dealt with at arm's length, and that the District's best interest will be served at all times; and

- Contractor shall provide lifeguards for Fiscal Year 2015-2016 in accordance with the schedule set forth below. A similar schedule for Fiscal Year 2016-2017 and 2017-2018 shall be prepared by Contractor and submitted to the Board for approval prior to February 1, 2017 and February 1, 2018, respectively. If the pool is closed for the day earlier than the scheduled time (during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

LIFEGUARD SCHEDULE 2016

Schedule based on St. Johns County School calendar

Spring Break: March 18 through March 27

- Friday through Sunday:

Daily 11:00 - 6:00 3 Lifeguards

End of Spring Break until beginning of Summer School Recess: March 28 - May 27

- Weekends-Only:

Saturday 11:00 - 6:00 3 Lifeguards

Sunday 11:00 - 6:00 2 Lifeguards

May 28 through the *anticipated* end-of-summer break, August 7

- Tuesday through Sunday (pool closed on Mondays):

Daily 11:00 - 6:00 3 Lifeguards

August 8 through September 5 (Labor Day)

- Weekends-Only:

Saturday 11:00 - 6:00 3 Lifeguards

Sunday 11:00 - 6:00 2 Lifeguards

Labor Day 11:00 - 6:00 3 Lifeguards