UNIFORM COMPLAINT FORM October 27, 2009 14:10:23

COMPLAINT NUMBER

2009056230

CASE AGENT BARTOLO, PAUL OCCUPATION CAM

**ALLEGATION** 

NO ALLEGATIONS FOUND

DATE RECEIVED 10/26/2009 SOURCE CNSM INCIDENT DATE 10/21/2009

PRIORITY

>>>SOURCE<<<

>>>SUBJECT<<<

**EDWIN GATES** 

612 PLANTATION DR TITUSVILLE, FL 32780

PHONE: 321-267-1609

LICENSE NUMBER:

LICENSE NUMBER: CAM30710

EXPIRATION: 09/30/2010 DOB: 10/08/1962

HIRAM KEITH LAMB

5014 BARTO-LAMB LANE MERRITT ISLAND, FL 32923

PHONE: 321-394-1868

ANALYSIS: COMPL IS AN OWNER IN THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT. COMPL ALLEGES THE BOARD HAS ELECTED ON 10/21/09 TO PAY THE ATTORNEY FEES OF THE SUBJECT FOR CASES 2009-036181 & 2009-053261 BEING INVESTIGATED BY DBPR (NO JURISDICTION OVER BOARD). COMPL REITERATE SAME ISSUES IN THE OTHER CASES (DUPLICATE OF THE 9-036181 & 9-056261). CLOSE NO VIOLATION



OCTOBER 30, 2009

EDWIN GATES 612 PLANTATION DR TITUSVILLE, FL 32780

RE: SUBJECT: HIRAM KEITH LAMB CASE NO. 2009056230

#### DEAR EDWIN GATES:

The Division of Professions and Regulation of the Department of Business and Professional Regulation has received and reviewed your complaint. It has been determined that the data you submitted does not show a violation of the statutes or rules which govern the profession or professional involved in your complaint. Thus, the Division of Professions and Regulation can take no further action.

Complaints against unlicensed individuals and Community Association Managers are not confidential. However, if your complaint is not against an unlicensed individual or a Community Association Manager, then this department is prohibited from discussing the details of your complaint with you any further. This is pursuant to Section 455.225(10), Florida Statutes, which states: "The complaint and all information obtained pursuant to the investigation by the department are confidential and exempt from S. 119.07(1) until ten (10) days after probable cause has been found to exist by the Probable Cause Panel or the Department, or until the regulated professional or subject of the investigation waives his or her privilege of confidentiality, whichever occurs first."

Please understand that the Division of Professions and Regulation's inability to take further action is the result of statutory constraints, not a lack of concern. We hope you can eventually resolve this matter to your satisfaction.

SINCERELY,

FREDA HARRIS CONSUMER SERVICES 1940 NORTH MONROE STREET TALLAHASSEE, FL 32399-0782 PHONE: 850.488.6603 FAX: 850.921.2124

Lic Type	3801	Community Assoc	ciation Manage	t Indv/Org#	7713419	Licensee
File #	34797	LAMB, HIRAM KEI	TH	Expires	09/30/2010	
License #	30710	CAM		Extended To		<u>V</u> iew
Fed Tax #		Current, Active		Renewed	08/31/2008	3
Street #	5014 S	treet BARTO-LAMB	LANE			History
Line 2 Line 3	-					- Notes
	MERRITT IS	SLAND Pr	ov/State FL	Postal/Zip	32923	_
1	04/16/2007	 Rank Date	04/16/2007	Certificate #	40468	_
Method	I S 1030		04/16/2007	Certificate Date	08/31/2008	3
ee Exempt	No	Birth Date	10/08/1962	Renewal Sent		
Modifiers						-
Notes						<u>Exit</u>
	BEST LIC N	BR CAM30710				

### **REG - Complaint Information E-Form**

# Professional Regulation

Complainant: GATES, EDWIN Case Number: 2009056230 Case Type: Respondent: Subject: LAMB, HIRAM Date Received: Board: CAMS Analyst: PAUL.BARTOLO Investigator: Supervisor: RPA: Admin Asst: LATEIA.ROBINSON Case Review Status: Case File Status: **CLOSED** Days Remaining: Letter Type: LACK EVIDENCE/ NO VIOLATION Mediation Status: Add Comment: Append Comment Comment History: 10/27/2009 2:30:53 PM-PAUL.BARTOLO: Close No Violation Submit

Cancel

View Related Documents

DBPR 0070 – Uniform Complaint Form

#### STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Received OCT 2 6 2009 DBPR Consumer Services

Please submit to appropriate address on Page 4

	COMPLAINAN	TINFORM	MATION	'a diga"	
Last Name GATES	First EDWIN		Middle	Title	Suffix
Your Company/Occupation Retired					
	MAILING	ADDRES	S	TANK YES A	2 H
Street Address or P.O. Box 612 PLANTATION DR					
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County (if Florida address) BREVARD		Country			
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Unlicensed Activity Complaint? Ye		X	Unknown		
	COMPLAINT	DESCRIP	TION	THE REPORT OF THE PARTY OF THE	
Violation 61 E14-2.01 1 Standards of F (4) Due Professional Care. (a) A licensee or registrant shall exerci management serviced. (b) A licensee or registrant shall not kn association is created or operated so k operated so long as such documents or (7) Financial Matters A licensee or reg association or its members only for the SEE ATTACHED ADDENDUM	ise due professiona lowingly fail to comp ong as such docum comply with the requistrant shall use fun e specific purpose o	I care in the oly with the ents comp uirements of ds received	e performance of requirements of ly with the require of law. d by him or it on t	community asso the documents b ments of law co	by which the eated or

#### ADDENDUM COMPLAINT: HIRAN KEITH LAMB CAM OCTOBER 20, 2009

At the October 21, 2009 Board of Directors meeting this CAM allowed an agenda item entitled:

#### 6. New Business Items

1

c. Motion: Ref: Legal Representation for Manager

Agenda item 6. (c) is gross negligence relating failure to exercise due professional care in that he has breached his contract with the Association, specifically Manager's responsibility to maintain his license in compliance with Florida Statute 468.

#### **CSA MANAGER EMPLOYMENT CONTRACT**

2. Professional Certification And Responsibilities.

A. Certification. Manager shall hold a valid Florida Community Association Management (CAM) license. It will be the Manager's responsibility to maintain his license in compliance with Florida Statute 468.

Agenda Item 6. (c) is gross negligence in that an abuse of funds occurs when this licensed CAM allows the Association to pay for legal fees of the Manager. Managers Employment Contract reads:

#### 6. Professional Liability

a) Association agrees that it shall defend, hold harmless and indemnify Manager from any and all demands, claims, suits, actions and legal proceedings brought against Manager in his capacity, or in his official capacity as agent and employee of the Association, provided the incident arose while the Manager was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Association to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Manager against such claims demands, claims, suits, actions, and legal proceedings.

This BOD action relates to the two cases being investigated by the DBPR.

Re: Case No: 2009-036181 Subject: Hiram Keith Lamb Re: Case No: 2009-053261 Subject: Hiram Keith Lamb

It is the responsibility of the Licensed CAM to advise the Board of Directors of the Association that they are causing a breach of contract on Mr. Lamb's behalf as a result of a motion to pay any attorney fees relating to the CAM's failure to comply with Florida Statute 468. It shall be his responsibility to advise the Board of Directors of the Association that causing him to pay CAM's legal fees from Association funds is a violation of his Employment Contract and:

## AMENDED AND RESTATED BY-LAWSOF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORTCOMMUNITY SERVICES ASSOCIATION, INC.,

#### **ARTICLE 10**

#### INDEMNIFICATION OF DIRECTORS AND OFFICERS

Except to the extent the liability, damage or injury is covered by insurance proceeds, the

Board of Directors shall authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present or former Director, Officer, committee or tribunal member, or employee of the Association, in any action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Director, Officer, committee or tribunal member or employee, provided such Director, Officer, member or employee was acting in good faith within what he reasonably believed to be the scope of employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its Members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provision of this Article shall apply to the estate, executor, administrator, heirs, legatees or devisees of a Director, Officer, committee or tribunal member or employee and may not be amended.

Also, The Department needs to determine if this CAM is an Employee or a Private Contractor. There is nothing in this article that authorizes the Board to indemnify a private contractor. It is spelled out in his employment contract that he shall hold a valid Florida Community Association Management (CAM) license.

Case No: 2009-043307

1

Subject: THE GREAT OUTDOORS PREMIER R.V./GOLF RESORTCOMMUNITY SERVICES ASSOCIATION, INC

Again, I would like to reiterate that THE GREAT OUTDOORS PREMIER R.V./GOLF RESORTCOMMUNITY SERVICES ASSOCIATION, INC. is under investigation for violation of FS 468.432: (2) "As of January 1, 2009, a community association management firm or other similar organization responsible for the management of more than 10 units or a budget of \$100,000 or greater shall not engage or hold itself out to the public as being able to engage in the business of community association management in this state unless it is licensed by the department as a community association management firm in accordance with the provisions of this part."

Therefore, Mr. Lamb as the Licensed CAM assumes all responsibility of the actions of the Association.

If it is determined that CSA must be licensed, then the complaint would be filed against the Association.

Mr. Lamb is behaving in an unprofessional manner by allowing the Association to allow him to spend the funds and his choosing to do so in violation of both the Employment Contract and AMENDED AND RESTATED BY-LAWS OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC.

I have attached the following:
CSA MANAGER EMPLOYMENT CONTRACT
Agenda- CSA Board of Directors Meeting
Video disc recorded at the October 21, 2009 Board of Directors Meeting.

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Rev 10/07/05

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION 1940 North Monroe Street Tallahassee, FL 32399-0783

Note: This form must be submitted with DBPR 0070 Uniform Complaint Form

If you have any questions or need assistance in completing this application, please contact the Department of Business and Professional Regulation, Customer Contact Center, at 850.487.1395.

	STATUTORY DEFINITION OF COMMUNITY ASSOCIATIONS		1277 4
Name of Asso	ciation		
The Great Ou	tidoors RV & Golf Resort Community Services Association, Inc. (CSA)		
Address of As	sociation		
100-D Plantat			
1. Is this a res	dential homeowner's association in which membership in the		
association	is a condition of ownership of the unit?	3 Yes	O No
2. Is the associ	tation authorized to impose a fee which may become a lien against		
a um u non	palo?	☑ Yes	O No
What is the tot	al number of units within the association?		
1400+			
	PERFORMING AS A COMMUNITY ASSOCIATION MANAGER (CA	RA)	7. 1. 1.
Name of the S	ubject		
LAMB, HIRAM	KETTH		
Is the Subject	employed by one or more associations or by a company that		
provides service	es to one or more associations?	☐ Yes	■ No
If yes, how man	ny associations are involved?		
Name of associ	ation(s) and/or company		
			l
			l
Total number of	units in all associations		
162			
Does the Subject	ct receive compensation (for instance, a salary, reduction in		
ent or lees, free	e rent, or any other benefits) for his or her services?	Yes	O No
0.0 4.1 44 4.			45
vnat is the total	dollar amount of the association's annual budget(s)?		
\$3,000,000+	×		
Commission of the Commission o			THE TOTAL PROPERTY OF THE PARTY

2004 October 14

CAM: Additional Information Request

The Park Name of Street,	-		A CONTRACTOR OF	CALL BUYER
		SPECIFIC DUTIES		
Do	es the Su	bject have the authority to control or disburse association funds, for instance	3:	No other
a.	Does th	e Subject receive funds from unit owners either by check or cash?	☐ Yes	■ No
b.	What d	des the Subject do with the funds: write receipts, make bank deposits?		
C.	Does th	e Subject post funds to the accounts?	U Yes	E No
d.		e Subject have the authority to sign checks and does the Subject checks?	☑ Yes	□ No
e.		e association maintain a petty cash fund and is the Subject and to spend petty cash?	2 Yes	□ No
f.		e Subject have the authority to make changes in the association accounts?	☑ Yes	The Park of the Pa
g.	Does th	Subject work directly for a licensed CAM or is he/she a licensed CAM?      hat is the name and license number of the CAM?      IRAM KETH CAM30710	■ Yes	
Can	the Subje	ect incur charges on association accounts?	☑ Yes	□ No
5014	B, HIRAM BARTO-	AMB LANE MERRITT ISLAND, FL 32923		
Doe:	s the Sub s, explain	ject have input regarding the monthly or yearly financial statements?  Works directly with the Association Account, who is an employee of the Association	☐ Yes n.	□ No
Does	the Sub		■ Yes	□ No
If yes	s, explain	Submits all budgetary items to be compiled into the annual budget.		
Does	the Subj	ect determine when or how to provide notice of association meetings?	■ Yes	□ No
Does	the Subj	ect conduct the association meetings?	☐ Yes	■ No
Does	the Subj	ect coordinate the overall operation of the association?	☐ Yes	□ No
Does	the Subj	ect supervise other association employees?	☐ Yes	□ No
Who	do unit o	vners notify with maintenance problems? Administrative office of CSA		
			☐ Yes	■ No
Does	the Subje	act perform clerical functions under the direct supervision and		
		nsed CAM? he name and license number of the CAM?	☐ Yes	■ No
ı ya,	William 150	Table and needed infilled of the CAMI?		
			☐ Yes	■ No
ADDI	TIONAL I	NFORMATION (attach additional pages if needed):		
See A	ttached			A contract
	l certify	the above is true and coned to the cast of my knowledge and belief.	A management	
	1	(Signature) (Date)		A CONTRACTOR
	,	(Print Full Name)		
	-		The second second	-10

#### CSA MANAGER EMPLOYMENT CONTRACT

This Employment Contract made and entered into this 7<sup>th</sup> day of November, 2007, by and between The Great Outdoors Premier RV/Golf Resort Community Services Association, Inc. (hereinafter referred to as the "Association") and Hiram K. Lamb (hereinafter referred to as "Manager"). The Association is represented by the Board of Directors of the Association (hereinafter referred to as the "Board").

WHEREAS, Association desires to provide Manager with a written employment contract to enhance administrative stability and continuity within the Association, and whereas Association and Manager believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the association.

NOW, THEREFORE, Association and Manager, for the consideration herein specified, agree as follows.

#### 1. Terms

Association, in consideration of the promises herein contained of Manager, hereby employs, and Manager hereby accepts employment as Manager for a term commencing November 19, 2007, and ending December 31, 2008.

#### 2. Professional Certification And Responsibilities.

A. Certification. Manager shall hold a valid Florida Community Association Management (CAM) license. It will be the Manager's responsibility to maintain his license in compliance with Florida Statute 468.

B. Duties. The Manager's responsibility necessitates that he is available during normal business hours and via cell phone after hours. It is preferred that his permanent residence is such that he can respond to emergencies within one (1) hour.

Manager shall have charge of the administration of the Association's property under the direction of the Board. A listing of Property Manager Responsibilities and a Job Description is attached hereto and made a part hereof.

Manager shall, in general, perform all duties incident to the office of Manager and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Manager for study and recommendation. Manager shall provide administrative recommendations to the Board or any committee that should request such recommendations.

No actions of the Manager shall diminish the vested power or authority of the Board of Directors. Also, all duties assigned to the Manager by the Board should be appropriate to and consistent with the professional role and responsibility of the Manager.

#### 3. Professional Conduct

Manager shall notify the Board of any offers of favors, gifts in excess of \$25.00, or any monetary compensation regardless of amount, offered or solicited by any person or business doing business or wanting to do business with the Association.

#### 4. Compensation

For performing the services stipulated in this agreement, the Manager will be paid a salary in accordance with the following schedule:

Starting Compensation:

\$ 77,000.00 per annum

Association and Manager may mutually agree to review the salary of the Manager on an annual basis, but in no event shall he be paid less than the salary he is presently receiving. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that Association and Manager have entered into a new contract nor that the termination date of the existing contract has been extended. All such adjustments will be based on merit.

Manager's salary will be reviewed at the conclusion of one year's service; and any additional salary increase awarded at that time, and annually thereafter, will be based on performance.

#### 5. Vacation and Other Benefits

Manager Fringe Benefits to be included under this contract are as follows:

- a) Liability Insurance Manager is covered under the Association's Directors & Officers liability policy for legal proceedings that resulted from actions taken within the scope of legal mandate and Board policies and procedures.
- b) Life and AD&D insurance policy in the amount of \$10,000.00.
- c) 401(k) pension plan allowing deferrals up to 25% of employee's salary with employer match of \$.25 on the dollar deferred, or as set forth in the Summary Plan Description of the pension plan.
- d) Paid Time Off (PTO). Manager's accrual rate to commence at the one year service level, i.e. two weeks vacation, six holidays and six sick days.

#### 6. Professional Liability

a) Association agrees that it shall defend, hold harmless and indemnify Manager from any and all demands, claims, suits actions and legal proceedings brought against Manager in his capacity, or in his official capacity as agent and employee of the Association, provided the incident arose while the Manager was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the Association to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Manager against such claims demands, claims, suits, actions, and legal proceedings.

b) If, in the good faith opinion of the Manager, conflict exists as regards the defense to such claim between the legal position of the Manager and the legal position of the Board, Manager may engage counsel in which event Association shall indemnify the Manager for the costs of legal defense as permitted by state law.

c) Association shall not, however, be required to pay any costs of any legal proceedings in the event Board and Manager have adverse interests in such litigation, except as stated above.

#### 7. Renewal of Employment Contract

If Association does not notify Manager in writing before thirty (30) days, that this employment contract will not be renewed, it shall be deemed that Association has renewed this employment contract for one (1) year extending from the termination date set forth in paragraph 1.

#### 8. Termination of Employment Contract

This employment contract may be terminated by:

- a) Mutual agreement of the parties.
- b) Retirement of the Manger with 90-days written notice of his intent to retire.
- c) Disability of the Manager. In the event of disability by illness or incapacity, after Manager's sick leave has been exhausted, the compensation shall be reinstated after Manager has returned to employment and undertaken the full discharge of his duties. Association may terminate this contract by written notice to the Manager at any time after the Manager has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional period of thirty (30) days. All obligations of the Association shall cease upon such termination.
- d) Discharge for cause. Discharge for cause shall constitute conduct which is seriously detrimental to the Association; including, but

not limited to criminal acts, neglect of duty or breach of contract or violation of the state licensing laws or rules. Reasons for such a proposed discharge for cause shall be given in writing, and Manager shall be entitled to appear before the Board to discuss such causes. If Manager chooses to be accompanied by legal counsel at such a meeting, Manager shall bear any costs therein involved. Such meeting may be conducted in closed executive session unless specifically prohibited by state law.

e) Unilateral Termination by the Association. The Association may, at its option, and by a minimum of 30 days notice to the Manager,

unilaterally terminate this employment contract.

f) Unilateral Termination of Contract by Manager. Manager may terminate this employment contract by providing a minimum of 30 days written notice. During this time period, Manager will cooperate with the Board and assist in the hiring and training of his replacement.

#### Savings Clause

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force. In witness whereof Association has caused this employment contract to be approved on its behalf by a duly authorized officer and Manager has approved this employment contract effective on the day and year specified above.

The employment of Manager, Hiram K. Lamb, was approved by the Board of Directors of the Association.

> THE GREAT OUTDOORS PREMIER RV/GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC., Association

President, Board of Directors

Lagob, Manager

### **Agenda - CSA Board of Directors Meeting**

October 21, 2009 - 2:00 p.m.

- 1. Approve the minutes of the May 20, 2009 Board of Directors Meeting
- 2. Approve the minutes of the July 6, 2009 Special Board of Directors Meeting
- 3. Reports of officers, manager and standing committees
  - a. Manager's Report Keith Lamb
  - b. ARC Report (Handouts)
  - c. Finance Report (Handouts)
- 4. Reports of ad hoc and BOD Committees
- 5. Unfinished Business
- 6. New Business Items
  - a. Motion: Ref: Betterments Fund (Jukebox Café)
  - b. Motion: Ref: Rules and Traffic Infractions Committee
  - c. Motion: Ref: Legal Representation for Manager
- 7. Community Agenda (Speaker's card required, any topic)
- 8 Announcements

Next BOD Planning Meeting - Wednesday, November 11 @ 2 p.m. Next BOD Meeting - Wednesday, November 18 @ 2 p.m.

9. Adjournment