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**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**FISHHAWK  
COMMUNITY DEVELOPMENT DISTRICT II**

The regular meeting of the Board of Supervisors of Fishhawk Community Development District II was held on **Monday, December 20, 2010 at 2:00 p.m.** at the Palmetto Club, located at 17004 Dorman Road Lithia, Florida 33547.

Present and constituting a quorum:

Tom Panaseny	<b>Board Supervisor, Chairman</b>
Victor Barbosa	<b>Board Supervisor, Vice Chairman</b>
Ruth Brown	<b>Board Supervisor, Assistant Secretary</b>
Dawn Turner	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Pete Williams	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Biff Craine	<b>District Counsel, Petitt Wolfe Craine Worrell Porter</b>
Tim Plate	<b>District Engineer, Heidt Design, LLC</b> <i>(joined the meeting in progress)</i>
Holly Quigley	<b>Community Director</b>
Erin Olson	<b>Aquatic Program Coordinator</b>
Lucille Hanson	<b>Palmetto Club Coordinator</b>
Audience Members	

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Williams called the meeting to order and read the roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

General Audience Members were present; general questions were raised regarding the sidewalk installation on the North side of Dorman Road. Mr. Panaseny stated that he would check the status of the sidewalk with the District Engineer upon his arrival.

**THIRD ORDER OF BUSINESS**

**Administer Oath of Office to Newly  
Elected Board Supervisors**

Mr. Williams administered the Oath of Office to Ms. Turner and Ms. Brown, who swore to and affirmed to the oath and executed it. Mr. Williams reminded the newly elected Board Supervisors of the requirement to file Form 1 with the Supervisor of Elections in the county of their residence.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2011-02,  
Designating Officers**

Mr. Williams asked for nominations for the position of Chairman. Ms. Brown nominated Tom Panaseny to serve as Chairman; Mr. Barbosa seconded the motion. Mr. Panaseny nominated Victor Barbosa to serve as Vice Chairman; Ms. Turner seconded the motion. Mr. Panaseny nominated Dawn Turner, Ruth Brown, Scott Shimberg and Eric Dailey to serve as Assistant Secretaries; Mr. Barbosa seconded the motion.

On a Motion by Ms. Brown, seconded by Mr. Barbosa, with all in favor, the Board appointed Tom Panaseny to serve as Chairman for Fishhawk Community Development District II.

On a Motion by Mr. Panaseny, seconded by Ms. Turner, with all in favor, the Board appointed Victor Barbosa to serve as Vice Chairman for Fishhawk Community Development District II.

On a Motion by Mr. Panaseny, seconded by Mr. Barbosa, with all in favor, the Board appointed Dawn Turner, Ruth Brown, Scott Shimberg and Eric Dailey to serve as Assistant Secretaries for Fishhawk Community Development District II.

On a Motion by Mr. Barbosa, seconded by Ms. Brown, with all in favor, the Board approved Resolution 2011-02 Designating Officers: Tom Panaseny as Chairman; Victor Barbosa as Vice Chairman; Dawn Turner, Ruth Brown, Scott Shimberg and Eric Dailey as Assistant Secretaries for Fishhawk Community Development District II.

**FIFTH ORDER OF BUSINESS**

**Presentation of Minutes of the  
Landowners' Meeting held on  
November 15, 2010**

On a Motion by Ms. Turner, seconded by Mr. Barbosa, with all in favor, the Board accepted the Minutes of the Landowners' Meeting held on November 15, 2010 into the record for Fishhawk Community Development District II.

**SIXTH ORDER OF BUSINESS**

**Consideration of Minutes of the  
Board of Supervisors' Meeting  
held on November 15, 2010**

Mr. Williams asked if anyone had any deletions or corrections concerning the minutes. It was determined that the 23<sup>rd</sup> order of business needed to state "obtaining of proposals" not "was under way". On page 9, it should state "CDD activities" instead of "HOA activities". Also on page 9, on the second paragraph, it should read "should the HOA have their own budget". The 22<sup>nd</sup> order of business should read "not to exceed \$34,000.00".

Mr. Williams asked if there were any other corrections. There were none. He then asked if there was a motion to approve the minutes as amended.

On a Motion by Ms. Turner, seconded by Ms. Brown, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on November 15, 2010 as amended for Fishhawk Community Development District II.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
December 2010**

Mr. Williams reviewed the invoices for the board. He also updated the Board on Staff's decision to repair the GEM car rather than purchasing a new one, due to the long useful life to be obtained from repairing it.

Mr. Williams asked that the Board ratify that action as part of the motion. Discussion ensued regarding the electric and water metering for the gated enclaves, whether the CDD was paying for it or the individual HOA. Mr. Williams stated that the staff will research the matter and report back.

On a Motion by Ms. Turner, seconded by Mr. Barbosa, with all in favor, the Board approved the Operation and Maintenance Expenditures for December 2010 (\$64,880.07) and ratified the GEM Car Repair for Fishhawk Community Development District II.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
December 2010 – Palmetto Club**

Mr. Williams reviewed the expenditures for the Board. Then he asked if there were any questions. Ms. Turner requested that the expenses be presented on a thirteen month increment for better comparison of the month's revenues.

On a Motion by Ms. Turner, seconded by Ms. Brown, with all in favor, the Board approved the Operation and Maintenance Expenditures for December 2010 – Palmetto Club (\$18,901.10) for Fishhawk Community Development District II.

**NINTH ORDER OF BUSINESS**

**Presentation of Shared Costs and  
Reimbursements Spreadsheet**

Mr. Williams stated that this was a presentation of the shared costs and reimbursements. He stated that the spreadsheet showed the shared expenditures between the various District entities etc. Mr. Williams then asked for any questions. There were none.

**TENTH ORDER OF BUSINESS**

**Ratification of Series 2007AB  
Construction Requisitions #280 revised,  
#306, #308, #310, #318 – #339, and #341**

Mr. Williams presented the construction requisitions and asked for any questions. There were none.

On a Motion by Mr. Barbosa, seconded by Mr. Panaseny, with all in favor, the Board ratified Series 2007AB Construction Requisitions #280 revised, #306, #308, #310, #318 – #339, and #341 for Fishhawk Community Development District II.

**ELEVENTH ORDER OF BUSINESS**

**Presentation of Monthly  
Maintenance Inspection Reports**

Mr. Williams presented the Monthly Maintenance Inspection Reports and then asked for questions. There were none.

**TWELFTH ORDER OF BUSINESS**

**Consideration of HOA Amenity Services  
Agreement**

Mr. Williams presented the HOA Amenity Services Agreement. He reviewed the changes to the scope of service, personnel roster, the projections for final payment to the HOA for the current contract as well as reviewed the calculations for the contract price that will start on January 1, 2011 for the Board.

He stated that he had distributed an updated agreement which includes some changes to the Scope of Services. He stated that several items in the Scope were revised to clarify and confirm that the Palmetto Club Coordinator is a salaried position, not an hourly position. Mr. Williams stated that there was also an addition, on page 11 of the Scope of Services, which deals with possible future modifications to the Scope of Services.

Mr. Williams stated that the terms of the agreement were reviewed at a meeting which was attended by Terrie Morrison, Ruth Brown, Biff Craine, Holly Quigley and himself. He stated that the major changes compared to the previous contract relate to setting a base amount for compensation and evaluating the actual costs and adjusting the contractor price thereafter at the end of each calendar quarter. General discussion ensued.

Mr. Williams stated that the Personnel Roster now assigns an employee number to a specific position rather than referring to a specific individual and deals with a minimum number of employee hours as well as a maximum number of employee hours. He stated that a determination was made that the best figure with which to start the contract was the amount of \$498,564.00 as the projected year end total for 2010, with a \$484,231.20 at a minimum, and \$644,804.00 at a maximum by year end 2011 as depicted in the personnel roster chart.

Mr. Williams stated that at the end of the December 31, 2010 payroll period the District will owe the HOA approximately \$53,156.18.

Mr. Williams briefly reviewed the fourth "whereas" clause, which was added to this agreement but was not in the current year's agreement. He stated that this clause was added at the request of the HOA attorney because it denotes in his legal opinion that the HOA does have the ability to not only enter into the contract but to provide that service because it is in keeping with the general overall welfare of the community.

On a Motion by Mr. Panaseny, seconded by Ms. Brown, with all in favor, the Board approved the HOA Amenity Services Agreement and authorized execution by the Chairman for Fishhawk Community Development District II.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Proposals for Aquatic Maintenance Services**

Mr. Williams stated that Ms. Quigley has provided a recap of the three proposals that were submitted by Lakemasters, Inc., Aquatic Systems, Inc. and Aquagenix. The three firms had representatives give a presentation and answer questions from the Board. General discussion ensued.

Aquatic Systems agreed to continue to provide services to the District through January while the Board deliberated and checked the proposing firms' references. The Board determined to table the appointment of a pond contractor to allow further time to check references Mr. Williams stated that Aquatic Systems agreed to provide a one-month extension of their service.

On a Motion by Mr. Panaseny, seconded by Ms. Brown, with all in favor, the Board extended the contract with Aquatic Systems until the end of January 2011 to allow further time to check references for Fishhawk Community Development District II.

*(Tim Plate joined the meeting in progress)*

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of CES Engineering Storm Water Retention Drain System Inspection Proposal**

Mr. Williams and Mr. Plate reviewed the CES Engineering Storm Water Retention Drain System Inspection Proposal for the Board, which was submitted in an effort to obtain work which was currently being provided by Heidt Design. The Board decided to keep Heidt Design on this project.

On a Motion by Mr. Panaseny, seconded by Ms. Brown, with all in favor, the Board decided to maintain Heidt Design on the project for Fishhawk Community Development District II.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Heidt Design Dorman  
Road Reclaimed Water Main Extension  
Proposal**

Mr. Plate stated that the Board would recall having approved this work in November and this was the written proposal for their review and ratification. Mr. Williams asked for a motion to ratify the Heidt Design Dorman Road Reclaimed Water Main Extension Proposal.

On a Motion by Mr. Barbosa, seconded by Ms. Turner, with all in favor, the Board ratified the Heidt Design Dorman Road Reclaimed Water Main Extension Proposal (\$1,200.00) for Fishhawk Community Development District II.

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Sunrise Landcare  
Proposals**

Ms. Quigley presented the proposals for the Board. Ms. Quigley stated that the trees can not be installed until the irrigation bubblers are installed. Mr. Williams asked for a motion to approve the installation pending the irrigation installation.

On a Motion by Ms. Turner, seconded by Ms. Brown, with all in favor, the Board approved the Sunrise Landcare Proposal for the Starling Water Retention Pond (\$1,707.75) for Fishhawk Community Development District II.

Ms. Quigley stated that the next proposal covers the replacement of the dead plant material along the entrance of Ibis Park and the installation of new Indian Hawthorne and Flax Lily once the weather improves.

On a Motion by Ms. Brown, seconded by Mr. Panaseny, with all in favor, the Board approved the Sunrise Landcare Proposal for the Ibis Park (\$2,156.00) for Fishhawk Community Development District II.

Ms. Quigley stated that the next proposal covers the purchase two rolls of freeze cloths.

On a Motion by Ms. Brown, seconded by Ms. Turner, with all in favor, the Board approved the Sunrise Landcare Proposal for Freeze Cloths (\$1,000.00) for Fishhawk Community Development District II.

Ms. Quigley stated that this next proposal covers the removal of existing flowers from flower pots and the installation of new flowering perennials and annuals.

On a Motion by Ms. Brown, seconded by Ms. Turner, with all in favor, the Board approved the Sunrise Landcare Proposal for the Palmetto Club Flowering Perennials (\$1,149.00) for Fishhawk Community Development District II.

**SEVENTEENTH ORDER OF BUSINESS**                      **Consideration of Proposals for Lap Pool Repair**

Ms. Quigley presented the Commercial Pool Services of Florida and Hawkins Service Co. proposals for the Board. Mr. Williams recommended that the Board retain Hawkins Service Co. as they are the new maintenance company replacing Commercial Pool Services of Florida, as approved by the Board in November.

On a Motion by Ms. Brown, seconded by Ms. Turner, with all in favor, the Board approved the Hawkins Service Co. Proposal (\$4,400.00) for Fishhawk Community Development District II.

**EIGHTEENTH ORDER OF BUSINESS**                      **Consideration of Motion Detector Controls for Palmetto Club**

Ms. Hanson presented the Metcalf Electric Co. and Electric Today proposals to the Board. General discussion ensued. The Board requested additional information on the differences between a motion and an occupancy sensor. The Board approved the Electric Today Proposal subject to clarification on the types of sensors.

On a Motion by Mr. Panaseny, seconded by Ms. Brown, with all in favor, the Board approved the Electric Today Proposal subject to clarification on the types of sensors (\$975.00) for Fishhawk Community Development District II.

**NINETEENTH ORDER OF BUSINESS**                      **Consideration of Use of Park Square Facility for Annual Road Race**

Ms. Turner reviewed the request to use the facility for the race. The Board approved the use of the Park Square facility for the annual road race.

On a Motion by Ms. Brown, seconded by Mr. Panaseny, with all in favor, the Board approved the use of the Park Square Facility for the Annual Road Race for Fishhawk Community Development District II.

**TWENTIETH ORDER OF BUSINESS**

**Consideration of Fishhawk Ranch  
Towncenter 2C – Alley Removal Proposal**

Mr. Plate reviewed this proposal for the Board. He stated that the proposal is for the estimated cost spent on the alley at Dorman Road and Towncenter 2C. The \$25,733.89 is the value of the infrastructure that the CDD should be reimbursed.

On a Motion by Mr. Panaseny, seconded by Ms. Brown, with all in favor, the Board approved the Fishhawk Ranch Towncenter 2C Alley Removal Proposal for Fishhawk Community Development District II.

**TWENTY-FIRST ORDER OF BUSINESS**

**Consideration of Dorman Road  
Reclaimed Connection to Feed Existing  
Egret Landing Infrastructure**

Mr. Plate discussed the Dorman Road Reclaimed Connection to Feed Existing Egret Landing Infrastructure with a total estimated construction cost of \$68,332.50. Mr. Williams asked for a motion to approve the project in total, pending the final construction costs from the contractor.

On a Motion by Mr. Barbosa, seconded by Ms. Brown, with all in favor, the Board approved the Dorman Road Reclaimed Connection to Feed Existing Egret Landing Infrastructure (\$68,332.50) for Fishhawk Community Development District II.

**TWENTY-SECOND ORDER OF BUSINESS**

**Consideration of Entrix Proposal for  
Chapman Crossing – Wetland  
Maintenance**

Mr. Williams presented the Entrix Proposal for Chapman Crossing for Wetland Maintenance. General discussion ensued.

On a Motion by Mr. Panaseny, seconded by Ms. Turner, with all in favor, the Board approved the Entrix Proposal for Chapman Crossing for Wetland Maintenance for Fishhawk Community Development District II.

**TWENTY-THIRD ORDER OF BUSINESS**

**Consideration of Heidt Design Proposal  
for Capital Improvements Program**

Mr. Plate reviewed the Heidt Design Proposal for Capital Improvements Program for the Board. General discussion ensued.

On a Motion by Mr. Barbosa, seconded by Ms. Turner, with all in favor, the Board approved the Heidt Design Proposal for Capital Improvements Program for Fishhawk Community Development District II.

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**TWENTY-FOURTH ORDER OF BUSINESS      Ratification of QGS Development  
Proposal/ Request for Change Orders**

Mr. Plate reviewed the QGS Development Proposal/Request for Change Orders for the Board. General discussion ensued. Mr. Plate stated that Change Order 1 was for the streets and drains, and the water distribution system.

On a Motion by Mr. Barbosa, seconded by Ms. Brown, with all in favor, the Board ratified the QGS Development Proposal/Request for Change Order 1 (\$126,154.34) for Fishhawk Community Development District II.

Mr. Plate stated that Change Order 2 was for the street and drainage deducts and adds.

On a Motion by Mr. Barbosa, seconded by Ms. Turner, with all in favor, the Board ratified the QGS Development Proposal/Request for Change Order 2 (\$10,645.63) for Fishhawk Community Development District II.

**TWENTY-FIFTH ORDER OF BUSINESS      Ratification of the CRS Building  
Corporation – Starling Entry Change  
Order #1**

Mr. Williams presented the CRS Building Corporation Starling Entry Change Order #1 for the Board. General discussion ensued.

On a Motion by Mr. Panaseney, seconded by Mr. Barbosa, with all in favor, the Board ratified the CRS Building Corporation Starling Entry Change Order #1 (\$10,930.00) for Fishhawk Community Development District II.

**TWENTY-SIXTH ORDER OF BUSINESS      Ratification of Speed Table Maintenance  
Agreement**

Mr. Williams asked Mr. Plate to review the Speed Table Maintenance Agreement for the Board (**Exhibit A**).

He stated that this agreement refers to the two speed tables on Dorman Road. He stated that Hillsborough County has asked the District enter into a maintenance agreement in order to maintain those areas.

On a Motion by Mr. Panaseney, seconded by Ms. Turner, with all in favor, the Board ratified the Speed Table Maintenance Agreement for Fishhawk Community Development District II.

**TWENTY-SEVENTH ORDER OF BUSINESS Staff Reports**

- A. Community Director – Holly Quigley  
No Report
- B. Palmetto Club Coordinator – Lucille Hanson  
No further report.
- C. Aquatic Club Coordinator  
No report.
- D. District Counsel  
No report.
- E. District Engineer Staff Report – Tom Plate  
No Report
- F. District Manager  
Mr. Williams stated that the CDD I Board requested that a review panel be created with a representative from each of the Boards in order to review the Palmetto Club expenses. After a discussion the Board determined that a joint workshop would be held in the next few months to address these issues and that a workshop would be held during the budget process in order to allow for input from CDD I.

Mr. Williams stated that he believed that most of the Board was aware of the County park proposal meeting that was held and the related issues. He stated that there was no consensus; they are going to come back in the spring with a proposal. Mr. Williams stated that the County stated that they had sent out budgetary information for maintenance; however, they had only sent a two sentence email that stated the estimated cost for County-level maintenance. He stated that Newland gave the land to the County as part of the Development Order; however, the County does not have money in the budget to maintain a park once it is constructed.

Mr. Williams stated that the feedback that he has received has been less about the District's actual maintenance cost and more about the possibility that more facilities would invite more people in and increase the potential for crime.

Mr. Williams stated that the next meeting of the Board of Supervisors is scheduled to be held on Monday, January 17, 2011 at 2:00 p.m. at the Palmetto Club, located at 17004 Dorman Road, Lithia, Florida 33547.

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**TWENTY-EIGHTH ORDER OF BUSINESS      Supervisor Requests**

Mr. Panaseney requested that Mr. Plate obtain proposals for the sidewalk on the North side of Dorman Road also asked for clarification on the Pedestrian Access Easement.

Ms. Turner asked Mr. Plate a question regarding the trail markers design. Mr. Plate believed he would have that within the next week.

Ms. Brown asked Ms. Quigley for an update on the Palmetto Club palm tree replacement issues. Ms. Quigley stated that she did not have a formal update on this issue from Sunrise, who was still researching alternatives.

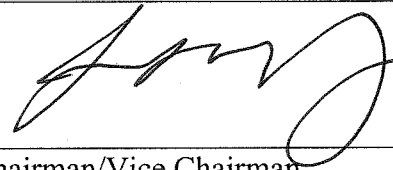
**TWENTY-NINTH ORDER OF BUSINESS      Audience Comments**

No Audience comments.

**THIRTIETH ORDER OF BUSINESS      Adjournment**

On a Motion by Ms. Turner, seconded by Mr. Barbosa, with all in favor, the Board adjourned the meeting at 4:10 p.m. for Fishhawk Community Development District II.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

# **Exhibit A**

## SPEED TABLE MAINTENANCE AGREEMENT

This Speed Table Maintenance Agreement (the "Agreement") is made this 9<sup>th</sup> day of Dec., 2010, by and between Hillsborough County, Florida, a political subdivision under the laws of the State of Florida (the "County") with offices at 601 East Kennedy Boulevard, P.O. Box 1110, Tampa, Florida 33601 and Fishhawk Community Development District II, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes (the "CDD") with offices at 3434 Colwell Avenue Suite 200, Tampa, Florida 33614. The County and the CDD shall individually be referred to as a "Party" and collectively as the "Parties."

### WITNESSETH

WHEREAS, the CDD has installed certain traffic calming devices within portions of the public roadway known as Dorman Road, according to that certain plat of Fishhawk Chapman Crossing Phase 1A/1B, recorded in Plat Book 117, Pages 235 through 239, of the public records of Hillsborough County, Florida ("Plat"); and

WHEREAS, the required traffic calming devices have been installed in the form of decorative speed tables improved with brick pavers ("Speed Tables"), as depicted and specified on those certain Fishhawk Ranch Phase 2 Chapman Crossing Construction Plans, Sheets 19 through 19C, entitled "Dorman Road Improvement Plans", prepared by Heidi Design, Inc. ("Plans"); and

WHEREAS, the County has deemed it to be in the best interest of the County to encourage corporations, organizations, and/or individuals to provide the care and the maintenance necessary to certain of the County's medians, rights-of-way, and other public lands; and

WHEREAS, the County requires the CDD to provide for the care and maintenance of the Speed Tables to ensure the proper care thereof in the interest of maintaining the desired aesthetics of the Fishhawk Ranch community in which the Speed Tables are located; and

WHEREAS, it has been deemed to be in the best interest of the County to enter into an agreement with the CDD setting forth the duties and responsibilities of the respective Parties and the terms and conditions for the proposed care and maintenance of the Speed Tables.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

### **ARTICLE I. SCOPE OF SERVICES**

A. The CDD shall maintain or cause to be maintained the Speed Tables in good, neat and attractive condition. Without limiting the foregoing, the maintenance

services to be performed (the "Services") shall consist, at a minimum, of the following: (a) maintaining the brick pavers located within the Speed Tables in good condition and replacing damaged brick pavers as and when necessary at no cost to the County; (b) inspecting the Speed Tables on a regular basis to ensure the proper and current maintenance thereof; (c) removing weeds or other growth that may occur naturally between the pavers within the Speed Tables; and (d) following all guidelines as instructed by County personnel.

B. Right-of-Way Use Permit No. ROW14040S has been issued with respect to the installation of the Speed Tables. The CDD has complied and shall comply with the terms and conditions thereof. The Plans have been approved by the Right-of-Way Management Section, Transportation Maintenance Division of Hillsborough County ("TMD").

C. The CDD shall notify the TMD Department if problems arise or if repairs to the Speed Tables are required and the CDD is unable or not authorized to do.

D. The CDD shall assume total responsibility and bear the entire costs of the maintenance of Speed Tables, including, but not limited to, all operational costs and all costs associated with any maintenance necessary to ensure a well-maintained area.

E. In the event that the CDD fails to perform the Services hereunder, the County shall notify the CDD in writing and shall provide a specific time period within which the CDD must perform in accordance with the Agreement or address the issue of noncompliance. If the CDD does not comply or perform the Services within that time period, the county may terminate the Agreement and remove the Speed Tables, and replace the Speed Tables with traffic calming devices meeting County standard specifications in order to protect the health, safety, and welfare of the general public. The costs of the removal of the Speed Tables shall be borne by the CDD. The County shall invoice the CDD for all cost incurred by the County for the removal of the Speed Tables installed by the CDD within thirty (30) days after said removal. The CDD shall pay the County the amount invoiced within thirty (30) days of the date set forth on the invoice.

F. The County shall not have any obligation to maintain or repair the Speed Tables as installed by the CDD. If the County removes and replaces the Speed Tables with traffic calming devices meeting standard County specifications, then, thereafter, the County shall maintain the same at the County's sole cost and expense, and this Agreement shall be deemed terminated.

## **ARTICLE II. TERM OF THE AGREEMENT**

The term of this Agreement shall be for five (5) years from the date hereinabove first written and shall be extended automatically for successive five-year periods upon the same terms and conditions hereof unless terminated as set forth herein. The CDD may terminate this Agreement at any time upon giving the County thirty (30) days' prior

written notice of such termination. In the event the CDD desires to terminate this Agreement in accordance with the provisions set forth herein, the CDD shall replace the Speed Tables with traffic calming devices meeting County standard specifications as a condition to the effectiveness of such termination.

### **ARTICLE III. INSPECTION**

The County has the right, at all times, to inspect or otherwise evaluate the Services being performed by the CDD. Neither observations, inspections, nor evaluations of said Services shall relieve the CDD from performing the Services in accordance with all federal, state, and local laws, rules, regulations, and ordinances and this Agreement.

### **ARTICLE IV. WARRANTY**

The CDD hereby represents to the County that: (a) it has the experience and skill necessary to perform the Services set forth in this Agreement; and (b) it shall comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances, and orders of any public, quasi-public, or other government authority in the performance of the Services hereunder.

### **ARTICLE V. INDEMNIFICATION**

Subject and to the extent permitted by applicable law, the CDD shall indemnify, hold harmless, and defend the County, the Board of County Commissioners, its agents, contractors, and employees from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or brought by anyone allegedly caused or incurred as a result of any negligent, wrongful, or intentional act or omission of the CDD during the performance of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

### **ARTICLE VI. INDEPENDENT CONTRACTOR**

The CDD shall perform or cause to be performed the Services hereunder as an independent contractor, and nothing contained herein shall, in any way, be construed to constitute the CDD, its supervisors, employees, agents, or subcontractors of CDD to be a representative, agent, subcontractor, or employee of the County.

### **ARTICLE VII. NO ASSUMPTION OF LIABILITY**

The County shall not be responsible for nor shall the County incur any liability for the actions, inactions, omissions, or commissions of the CDD, or any supervisors, employees, agents, or subcontractors of the CDD in performing the Services under this Agreement.

#### **ARTICLE VIII. ASSIGNMENT**

The CDD shall not assign this Agreement nor any rights or obligations under this Agreement. Any purported assignment by the CDD hereunder shall be void.

#### **ARTICLE IX. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the CDD and the County with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade, or course of performance shall be used to supplement or explain any term, condition, or instruction used in this Agreement.

#### **ARTICLE X. APPLICABLE LAW**

This Agreement is entered into in the State of Florida and shall be construed and interpreted in accordance with its laws and the laws of the United States of America. In the event litigation is commenced for the enforcement of this Agreement, the Parties hereby agree and stipulate that venue for such action shall be in the Circuit Court for the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

#### **ARTICLE XI. MODIFICATION**

No oral explanation or oral information by either of the Parties hereto shall alter the meaning or interpretation of this Agreement. No amendment or change hereof or addition hereto shall be effective or binding on any of the Parties hereto unless reduced to writing and executed by the respective duly authorized representatives of each of the Parties hereto.

#### **ARTICLE XII. WAIVER/RESERVATION OF RIGHTS**

Any waiver by the County of any term, condition, or breach of this Agreement

shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same or another term or condition and shall not in any way affect, limit, or waive the County's right thereafter to enforce strict compliance with every other term and condition hereof.

#### **ARTICLE XIII. SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

#### **ARTICLE XIV. CAPTIONS**

Section headings in this Agreement are for convenience or references only and shall be given no effect in the construction or interpretation of this Agreement or any provisions thereof.


#### **ARTICLE XV. ACKNOWLEDGMENT**

Both Parties acknowledge that they have had the opportunity to have this Agreement reviewed by legal counsel of their choice, and that they understand the terms and conditions herein.

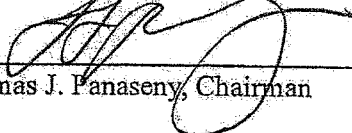
*[Signatures on following page.]*

IN WITNESS WHEREOF, the County and the CDD respectively, have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**HILLSBOROUGH COUNTY, FLORIDA**

By:   
Printed Name: John Newton  
Title: Director,  
Transportation Maintenance Division

**FISHHAWK COMMUNITY DEVELOPMENT DISTRICT II,**  
a local unit of special purpose government, organized and existing  
under Chapter 190, Florida Statutes

By:   
Thomas J. Panaseny, Chairman