

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

**COVINGTON PARK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' CONTINUED MEETING
OCTOBER 7, 2014**

**COVINGTON PARK
COMMUNITY DEVELOPMENT DISTRICT
AGENDA
OCTOBER 7, 2014 at 6:00 p.m.**

Covington Park Clubhouse
6806 Covington Garden Drive
Apollo Beach, FL 33572

District Board of Supervisors	William D. Watts Carrie Elwell William Irwin Rick Reidt Lynn Ann Berner	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Joseph Roethke	Rizzetta & Company, Inc.
District Counsel	Biff Craine	Petitt Worrell Craine Wolfe, LLC
Interim District Engineer	Tim Plate	Heidt Design, LLC

All Cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **6:00 p.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

**COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE - 3434 COLWELL AVENUE - SUITE 200 - TAMPA, FL 33614**

October 1, 2014

**Board of Supervisors
Covington Park Community
Development District**

AGENDA

Dear Board Members:

The **CONTINUED** meeting of the Board of Supervisors of the Covington Park Community Development District will be held on **Tuesday, October 7, 2014 at 6:00 p.m.** at the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, Florida 33572. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. STAFF REPORTS**
 - A. District Manager
- 5. BUSINESS ITEMS**
 - A. Discussion of HOA-CDD Agreement for EmployeesTab 1
- 6. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Joseph Roethke

Joseph Roethke
District Manager

**AGREEMENT BETWEEN THE COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT AND THE COVINGTON PARK HOMEOWNERS
ASSOCIATION, INC. REGARDING THE PROVISION OF CONTRACTUAL
SERVICES**

This agreement is made this and entered into this 26th day of September 2007 by and between:

The Covington Park Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida and with office located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (hereinafter referred to as "District"), and

The Covington Park of Hillsborough Homeowners Association, Inc., a Florida Nonprofit Corporation, with offices located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, (hereinafter referred to as "Recreation Operator").

RECITALS

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

WHEREAS, District owns, operates, and maintains certain recreation facilities (the "Recreational Facilities") including clubhouse, fitness room, parks, swimming pools, tennis courts and other common areas more particularly identified by the parcel identification numbers in Exhibit "A" Hillsborough County Property Appraiser Records Report as attached hereto; and

WHEREAS, District owns or will own certain Common Areas (hereinafter defined) and will operate and maintain them; and

WHEREAS, District has the legal right and authority to provide management and other services to the Recreational Facilities and Common Areas; and

WHEREAS, District desires to enter into an agreement with an independent operator to provide management and operation services for the Recreational Facilities, including but not limited to, a club manager, an activities director and related recreational personnel for the operation of the Recreational Facilities; and

WHEREAS, District desires to enter into a contract with an independent operator to supervise the maintenance and operation of the Common Areas by the District's service providers; and

WHEREAS, District and the Recreational Operator warrant and agree that they have all right, power, and authority to enter into and to be bound by this Agreement.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1: Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2: Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" Shall mean this Agreement between the Covington Park Community Development District and the Covington Park of Hillsborough Homeowners Association, Inc. regarding the Provision of Contractual Services.

"Approved Budget" Shall mean the annual budget for the operation of the recreation facilities along with the common area maintenance line items of the District's General Fund Budget.

"Common Areas" Shall mean the entrance monuments, entrance foundations, related entrance features and grassed or landscaped areas outside of the Recreational Facilities owned by the District and designated by written agreement between the District and the Recreation Operator as "Common Areas" under this Agreement as hereto contained in Exhibit "A".

"District Manager" Shall mean that person appointed by the District pursuant to section 190.007, Florida Statutes, (2006).

"Recreational Operator" Shall have the meaning provided in the introductory paragraph hereto.

"District" Shall have the meaning provided in the introductory paragraph hereto.

"Recreational Facilities" Shall have the meaning provided in the introductory paragraph hereto and as contained in Exhibit "A".

SECTION 3 Responsibilities with Respect to Recreational Facilities

3.1 Specific Authority. District hereby grants to Recreation Operator the power and authority to manage and operate the Recreational Facilities under the guidance of the District's Manager, based on policies and directives of the District's Board of Supervisors including to purchase supplies after coordinating such purchases through the offices of the District Manager.

3.2 Delegation. The Recreation Operator may retain a Sub-operator (hereinafter defined) or manager, subject to written agreement of the District, to perform some or all of its duties with respect to the Recreational Facilities and may delegate to such Sub-operator or manager some or all of its authorities and duties hereunder.

3.3 Expenses. The expenses of operating the Recreational Facilities shall be paid by the District including extraordinary expenditures. Extraordinary expenditures are hereby defined as any expenditure not included in and contemplated by the Approved Budget. Extraordinary expenditures shall require approval of the Chairman of the Board of Supervisors of the District prior to being incurred (except in an emergency). Extraordinary expenditures shall be paid for by the District or, if advanced by the Recreation Operator in an emergency, shall be reimbursed to the Recreation Operator by the District within 30 days after the expenditure. Extraordinary expenditures for emergency repairs may be made without prior approval of the Chairman of the Board of Supervisors of the District, after notification of the District Manager. The District Manager is responsible to notify the Chairman of the Board of Supervisors of the District of any such emergency repairs.

3.4 Service Contracts. Recreation Operator shall not solicit any contract for cleaning, maintaining, repairing or servicing the Recreational Facilities or any of the constituent parts of the Recreational Facilities without the prior written consent of District. All such contracts will be solicited by the District.

SECTION 4 Responsibilities with Respect to Common Areas

4.1 Specific Authority. District hereby grants to Recreation Operator the power and authority to supervise the District's third party service providers who maintain the Common Areas, under the guidance of the District's Manager, based on policies and directives of the District's Board of Supervisors including to purchase supplies after coordinating such purchases through the offices of the District Manager.

4.2 Maintenance and Repair of Common Areas. The District, as the owner of the Common Areas, shall enter into contracts with service providers to maintain and operate the Common Areas. Recreation Operator (or entities retained by the Recreation Operator) shall supervise the maintenance of the Common Areas performed by the third party service providers in accordance with service contracts and standards reasonably acceptable to District. Recreation Operator (or entities retained by the Recreation Operator) will systematically and promptly direct and review the work of all maintenance service providers contracted by District for the Common Areas. Recreation Operator (or entities retained by the Recreation Operator) will keep adequate records of such direction and maintenance work.

4.3 Delegation. The Recreation Operator may retain a Sub-operator or manager to perform some or all of its duties with respect to the Common Areas and may delegate to such Sub-operator or manager some or all of its authorities and duties hereunder.

4.4 Expenses. All expenses of maintenance and operation of the Common Areas shall be borne by and paid by the District, in the same manner as cited in Section 3.3 of this agreement.

SECTION 5 Provisions Applicable to Both Recreational Facilities and Common Areas

5.1 Employees; Independent Contractor. All matters pertaining to the employment, supervision, compensation, promotion and discharge of Recreation Operator's employees or any employees of entities retained by Recreation Operator are the responsibility of Recreation Operator (or the entities retained by Recreation Operator), under the guidance of the District's Manager, based on policies and directives of the District's Board of Supervisors and shall fully comply with all applicable acts and regulations having to do with workmen's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing its services hereunder, Recreation Operator shall be an independent contractor and not an employee of District.

The Recreation Operator agrees to supply the number of personnel to carry out the intent and terms of this agreement as more fully described in Exhibit "B", which outlines the number of personnel and salary/hourly rates of same.

5.2 Care of Property. The Recreation Operator shall use all due care to protect the property of the District, its residents and landowners from damage by the Recreation Operator or its employees, by the direct action of the Recreation Operator or its employees. Recreation Operator agrees to repair any damage resulting from Recreation Operator's activities within 48 hours of notice or as otherwise agreed to between the parties unless the repair will require a longer period of time to complete, in which case the damage shall be repaired with reasonable promptness.

Damage to property of the District from reasonable and normal wear and tear must also be handled within 48 hours or within 2 business days of notice or as otherwise agreed to under the guidance of the District's Manager, based on policies and directives of the District's Board of Supervisors including to purchase repair materials or obtain service contractors for such repairs after coordinating such purchases through the offices of the District Manager. All costs related to normal wear and tear damage is the responsibility of the District.

5.3 Standards and Compliance with Laws. Recreation Operator will perform its duties and obligations in a diligent, careful and professional manner and shall comply in all material respects with applicable laws, ordinances, rules, regulations and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards and offices, any national or local board of fire underwriters, any environmental agency, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Recreational Facilities or Common Areas.

5.4 Additional Authority. Recreation Operator shall perform such other acts as it deems necessary and proper in the discharge of its duties under this Agreement. District hereby authorizes Recreational Operator to exercise such powers with respect to the Recreational Facilities and Common Area as are necessary and appropriate to carry out its duties hereunder. Recreation Operator shall have no right or interest in the Recreational Facilities and Common Areas, nor any claim of lien with respect thereto, arising out of this Agreement or the performance of its services hereunder. Recreation Operator shall be the agent of District solely to perform the duties as set forth in this Agreement. All authority exercised by the Recreation Operator under this section is done under the guidance of the District's Manager, based on policies and directives of the District's Board of Supervisors.

5.5 Information. District shall promptly furnish Recreation Operator with all documents and records required for the management of the Recreational Facilities and supervision of the maintenance of the Common Areas, including but not limited to all Chapter 190, F.S., District's adopted Rules of Procedure and any amendments thereto over time, District's Rule for Recreational Facilities User Fees and Clubhouse Rental Fees, and any amendments thereto, copies of all Policies and Procedures for use of the recreational facilities, District's Disclosure of Public Financing pursuant to Section 190.009, F.S., ("CDD Documents"); copies of service contracts in effect; and a summary of all applicable insurance policies and District's process for handling claims. District shall provide any changes or amendments to the CDD Documents as such amendments are made over time.

SECTION 6 Insurance

6.1 District's Insurance. District may, at its expense, obtain and keep in force Recreational Facilities and Common Areas insurance and liability insurance as District deems necessary and in its best interest. Nothing herein shall prevent District from self-insuring.

Should District obtain liability insurance for the Recreational Facilities, District shall furnish Recreation Operator with a certificate of insurance evidencing the scope of its coverage. In the event of a claim covered by this insurance, Recreation Operator shall:

- a) Notify District and the insurance carrier as soon as reasonably possible after Recreation Operator receives notice of any such loss, or injury; and
- b) Prepare and complete District's and/or insurance carrier's incident report.

Recreation Operator shall furnish whatever information is requested by District for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss covered there under.

6.2 Recreation Operator's Insurance. Recreation Operator shall obtain and keep in force at Recreation Operator's expense and shall furnish a certificate of insurance to District evidencing:

- a) Worker's Compensation - In sufficient amounts to cover full liability under the worker's compensation laws in effect from time to time in the State of Florida.
- b) Employers' / Professional Liability - \$1,000,000.00
- c) Commercial General Liability with the following limits:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products / Completed Operations
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
- d) Business Auto Liability including hired and non-owned auto coverage - \$1,000,000 combined single limit

The certificate shall provide that District will be given at least thirty (30) days prior written notice of cancellation of the policy. All such policies shall be issued by insurance companies licensed in Florida. District, its directors, officers and employees shall be listed as an additional insured on all such policies. The District will not reimburse Recreation Operator for Recreation Operator's cost of such insurance or for any and all other coverages that Recreation Operator obtains for its own account, other than worker's compensation insurance for on-site employees.

6.3 Subrogation Waiver. Recreation Operator shall not have any right to recover from the District any loss that is covered by the Recreation Operator's insurance. Likewise, the District shall not have any right to recover from the Recreation Operator any loss that is covered by the District's insurance. Each of the parties agrees to obtain a "waiver of subrogation" from its insurance companies.

6.4 Insurance for Sub-operator. Should the Recreation Operator elect to delegate their responsibilities under this Agreement to a recreation facilities operator ("Sub-operator") to run the day to day operations of the Recreation Facilities, written permission and District approval is required. The term "Sub-operator" shall not include

subcontractors employed to perform individual functions at the Recreation Facilities. For example, the term Sub-operator shall not include a pool, landscape, or janitorial service performing services at the Recreation Facilities. Recreation Operator shall require that any Sub-operator retained by the Recreation Operator to operate the Recreational Facilities have insurance coverage at that entity's expense, in the following minimum amounts:

- a) Workers Compensation – statutory limits
- b) General liability insurance with the following limits:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products / Completed Operations
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
- c) Comprehensive automobile liability insurance for all vehicles used by the independent contractor with respect to the operation of the facility, whether non-owned or hired, with a combined single limit of \$1,000,000.

All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The Recreation Operator shall be named as additional insured on the insurance policies obtained by any Sub-operator.

Recreation Operator shall obtain and keep on file Certificates of Insurance for any Sub-operator and Recreation Operator must obtain District's permission to waive any of the above requirements.

Section 7. Financial Reporting and Record Keeping.

7.1 Ownership of Books and Records. Any books, documents, records, correspondence or other information kept or obtained by the District or furnished by the District to the Recreation Operator in connection with Recreational Facilities and/or Common Areas related records are property of District. Recreation Operator agrees and acknowledges that any and all books, documents, records, correspondence or other information may be public records under Chapter 119, F.S. Recreation Operator agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by the Recreation Operator are "public records" which must be made available to the public. The District agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the Recreation Operator pursuant to Section 720.303 of the Florida Statutes.

Section 8. Compensation.

8.1 Management Fee. For the management of the Recreational Facilities, and the common areas described in Exhibit "A", Recreation Operator shall receive as compensation a monthly pro-rata (1/12) portion of the annual Approved Budget. Each monthly (1/12) pro-rata payment made shall be made by the District to the Recreation Operator no later than the 15th day of each month prior to the month for which the payment is to be applied. When the budget for October 2007 through September 2008 is prepared and when subsequent budgets are prepared, the parties agree to review the timing of expenditures and to adjust the manner in which the monthly compensation is computed to more accurately coincide with the timing of expenditures. For example, if experience during the prior year shows that 2/12ths of the expenditures occur during October, the payment to be made no later than the 15th day of the prior month shall be increased to 2/12ths of the annual Approved Budget, and subsequent payments adjusted appropriately. The first Approved Budget shall be for October 2007 through September 2008. The parties contemplate that the monthly installment for the first fiscal year will be \$8,333.

Increases or reduction in the Management Fee will be based on the rates described in Exhibit "B". Failure of the Recreation Operator to deliver the specified number of personnel for the specified hours will result in a reduction in the contract by the specified rate of pay per hour of the missing personnel. Increases in the personnel needs and hours of coverage approved by the District will result in an increase in the contract at the specified rate of pay for the position based on the number of additional hours required.

Section 9. Non-Discrimination

9.1 Non-Discrimination. Recreation Operator shall comply with the provisions of Title VII of the Civil Rights Act of 1968, as amended, and Executive Order 11063; Titles VI and VIII of the Civil Rights Act of 1964, and, where applicable, Executive Order 11246, as amended, and any applicable state or local laws prohibiting discrimination.

Section 10. Term and Termination.

10.1 Term. This Agreement shall become effective on October 1, 2007 and shall continue in full force and effect until September 30, 2010 unless terminated in writing pursuant to Section 10.2. If neither party terminates this Agreement within sixty (60) days prior to the conclusion of any three-year agreement term, this Agreement will continue in effect for the next successive three-year period during which Recreation Operator would continue to provide the services described herein.

10.2 Termination. This Agreement shall terminate upon the occurrence of the earlier of the following events:

- a) For Cause (as hereinafter defined);
- b) Without Cause (as hereinafter defined);

10.3 Termination for Cause. "For Cause" shall mean (i) a default by Recreation Operator in any material respect in the performance or observance of any covenant, or term of this Agreement, provided that the breach shall be material and adverse to District and that Recreation Operator shall fail either to cure, terminate or remove such default within ninety (90) days after written notice thereof from District to Recreation Operator; (ii) a default by the District in any material respect in the performance or observance of any covenant, or term of this Agreement, provided that the breach shall be material and adverse to Recreation Operator and that the District shall fail either to cure, terminate or remove such default within ninety (90) days after written notice thereof from the Recreation Operator to the District; or (iii) if after good faith negotiations, the parties hereto are unable to agree upon an Approved Budget prior to the commencement of any fiscal year of the District.

10.4 Termination Without Cause. Either District or Recreation Operator may terminate this Agreement "without cause" upon sixty (60) days prior written notice. "Without Cause" shall mean for any reason whatsoever, in the sole discretion of the terminating party. Recreation Operator will continue to receive its monthly pro-rata payment through the date of termination.

(i) If this Agreement is terminated by District without cause at any time during which the Agreement is in effect, District will pay Recreation Operator a cancellation fee of 2/12 of the then existing annual contract.

(ii) The cancellation fee shall be paid by the District to Recreation Operator as a separate payment made no later than twenty-one (21) days after the effective date of the termination.

10.5 Effect of Termination. Upon termination of this Agreement, Recreation Operator shall, as soon as practicable but in no event later than date of termination:

- a) Deliver to District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Recreational Facilities and Common Areas which are owned by District, and such other accountings, papers and records as District shall request pertaining to the Recreational Facilities;
- b) Vacate any portion of the Recreational Facilities then occupied by Recreation Operator as a consequence of this Agreement; and

c) Furnish all such information and take all such action as District shall reasonably require in order to, effectuate an orderly and systematic ending of Recreation Operator's duties and activities hereunder. Within ten (10) days after any such termination, Recreation Operator shall deliver to District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10.6 Compensation Owned to Recreation Operator Upon Termination. Upon termination, all compensation, reimbursements and any other amounts owed by District to Recreation Operator shall be paid promptly but in no event later than Recreation Operator's fulfillment of its obligations owed pursuant to Section 10.5.

Section 11. Immunity.

11.1 Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of District's immunity or limitations on liability granted pursuant to section 768.28, Florida Statutes, or other 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.

Section 12. Miscellaneous.

12.1 Notices. Any notice or other communication required or permitted to be made or given under this Agreement, shall be in writing and shall be deemed to have been received by the party to whom it is addressed: (1) on the date actually received if hand delivered or if transmitted by telefax (receipt of which is confirmed to sender); (ii) three business days after such notice was deposited in the United States Mail postage prepaid; or (iii) one business day after such notice was delivered to an overnight delivery service, addressed, delivered, or transmitted in each case as follows:

If to District:

Covington Park Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attention: District Manager

With copy to:

Fowler White Boggs Banker P.A
501 East Kennedy Boulevard, Suite 1700
Tampa, FL 33602
Attention: Erin M. Larrinaga

If to Recreation Operator:

Covington Park Homeowners Association, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
Attention: Community Association Manager

With a copy to:

Cianfrone, Polster & DeFurio P.A.
Bank of America Plaza
201 E. Kennedy Boulevard, Suite 1460
Tampa, Florida 33602

12.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which Counterparts together shall constitute one and the same instrument.

12.3 Assignment. Recreation Operator may not assign this Agreement or any monies to become due hereunder without the prior written approval of District which approval shall not be unreasonably withheld.

12.4 Governing Law. The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

12.5 Captions. Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

12.6 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto related to the management services for the Recreational Facilities and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by all the parties hereto.

12.7 No Joint Venture. Recreation Operator shall not be deemed to be a partner or a joint venturer with District.

12.8 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

12.9 Successors. Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12.10 Further Assurances. Each party agrees to execute and deliver any and all additional instruments and documents and do any and all acts and things as may be necessary or expedient to more fully effectuate this Agreement and carry on the business contemplated hereunder.

12.11 Force Majeure. Inability of either party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by strikes, picketing, acts of God, war, governmental action or inaction, emergencies or other causes beyond either party's reasonable control which shall have been timely communicated to the other party, shall extend the period for the performance of the obligations for the period equal to the period(s) of any such delay(s).

12.12 Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

12.13 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

12.14 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

12.15 Recovery of Costs and Fees. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

12.16 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

RECREATION OPERATOR:

COVINGTON PARK OF HILLSBOROUGH
HOMEOWNERS ASSOCIATION, INC., a
Florida nonprofit Corporation

By: 

Name:
Its: President

ATTEST:


District Manager

DISTRICT:

COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT



Name of Chairman
Chairman

EXHIBIT A

OWNER NAME	PARCEL ID	FOLIO	ADDRESS
1. COVINGTON PARK CDD	U-13-31-19-5YK-000020-00001.0	05124-0474	7036 MONARCH PARK DR
2. COVINGTON PARK CDD	U-14-31-19-745-000000-A0003.0	051532-1992	
3. COVINGTON PARK CDD	U-14-31-19-745-000000-A0004.0	051532-1994	
4. COVINGTON PARK CDD	U-14-31-19-745-000000-A0005.0	051532-1996	
5. COVINGTON PARK CDD	U-14-31-19-745-000000-B-0005.0	051532-1998	
6. COVINGTON PARK CDD	U-14-31-19-745-000000-B0011.0	05132-2000	
7. COVINGTON PARK CDD	U-14-31-19-745-000000-B0012.0	05132-2002	
8. COVINGTON PARK CDD	U-14-31-19-745-000000-B0013.0	051532-2004	
9. COVINGTON PARK CDD	U-14-31-19-73V-000000-B0005.0	05132-1448	
10. COVINGTON PARK CDD	U-14-31-19-73V-000000-B0006.0	051532-1450	
11. COVINGTON PARK CDD	U-14-31-19-73V-000000-B0007.0	05132-1452	
12. COVINGTON PARK CDD	U-14-31-19-73V-000000-B0008.0	051532-1454	
13. COVINGTON PARK CDD	U-14-31-19-73V-000000-B0009.0	051532-1456	
14. COVINGTON PARK CDD	U-14-31-19-73V-000000-B0010.0	051532-1458	
15. COVINGTON PARK CDD	U-14-31-19-69W-000000-A0001.0	05125-0748	OXFORD GARDEN CIR
16. COVINGTON PARK CDD	U-14-31-19-69W-000000-B0001.0	05125-0750	
17. COVINGTON PARK CDD	U-14-31-19-69W-000000-B0002.0	05125-0752	
18. COVINGTON PARK CDD	U-14-31-19-69W-000000-C0001.0	05125-0754	
19. COVINGTON PARK CDD	U-14-31-19-69W-000000-C0002.0	05125-0756	
20. COVINGTON PARK CDD	U-14-31-19-69W-000000-W0000.0	05125-0758	7549 COVINGTON STONE AVE

21. COVINGTON PARK CDD	U-13-31-19-5TP-000000-OS000.0	05132-0584	6948 EXETER PARK PL
22. COVINGTON PARK CDD	U-13-31-19-5TP-000000-P0000.0	051532-0582	
23. COVINGTON PARK CDD	U-13-31-19-5YK-000000-A0011.0	05124-0598	
24. COVINGTON PARK CDD	U-13-31-19-5YK-000000-A0012.0	051524-0600	
25. COVINGTON PARK CDD	U-13-31-19-5YK-000000-A0013.0	05124-0602	
26. COVINGTON PARK CDD	U-13-31-19-5YK-000000-C0002.0	05124-0604	
27. COVINGTON PARK CDD	U-13-31-19-5YK-000000-C0003.0	05124-0606	
28. COVINGTON PARK CDD	U-13-31-19-5YK-000000-C0005.0	05124-0608	
29. COVINGTON PARK CDD	U-14-31-19-702-000000-A0001.0	05125-0976	COVINGTON STONE AVE
30. COVINGTON PARK CDD	U-14-31-19-702-000000-A0002.0	05125-0978	
31. COVINGTON PARK CDD	U-14-31-19-702-000000-B0003.0	05125-0980	
32. COVINGTON PARK CDD	U-14-31-19-702-000000-B0004.0	05125-0982	
33. COVINGTON PARK CDD	U-14-31-19-702-000000-C0003.0	05125-0984	
34. COVINGTON PARK CDD	U-14-31-19-702-000000-C0004.0	05125-0986	
35. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-A0000.0	05132-0438	6808 COVINGTON GARDEN DR
36. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-B0000.0	051532-0440	
37. COVINGTON PARK CDD	U-13-31-19-5WE-000000-C0004.0	051524-0262	
38. COVINGTON PARK CDD	U-13-31-19-5WE-000000-A0008.0	051524-0250	
39. COVINGTON PARK CDD	U-13-31-19-5VL-000000-000A2.0	051532-1006	
40. COVINGTON PARK CDD	U-13-31-19-5WE-000000-C0003.0	051524-0260	
41. COVINGTON PARK CDD	U-13-31-19-5WE-000000-B0005.0	051524-0258	
42. COVINGTON	U-13-31-19-5WE-000000-A0007.0	051524-0248	

PARK CDD

43. COVINGTON PARK CDD	U-13-31-19-5WE-000000-A0004.0	051524-0242	7734 COVINGTON PARK AVE
44. COVINGTON PARK CDD	U-13-31-19-5WE-000000-A0006.0	051524-0246	
45. COVINGTON PARK CDD	U-13-31-19-5WE-000000-B0003.0	051524-0256	
46. COVINGTON PARK CDD	U-13-31-19-5WE-000000-A0010.0	051524-0254	
47. COVINGTON PARK CDD	U-13-31-19-5WE-000000-A0009.0	051524-0252	
48. COVINGTON PARK CDD	U-13-31-19-5UJ-000000-000B10.0	051532-0656	
49. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-F0000.1	051532-0470	6801 COVINGTON GARDEN DR.
50. COVINGTON PARK CDD	U-13-31-19-5UJ-000000-000B2.0	051532-0658	
51. COVINGTON PARK CDD	U-13-31-19-5IZ-000000-H0000.0	051532-0452	
52. COVINGTON PARK CDD	U-13-31-19-5IZ-000000-L0000.0	051532-0456	BRISTOL PARK DR.
53. COVINGTON PARK CDD	U-13-31-19-5WE-000000-A0005.0	051524-0244	
54. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-K0000.0	051532-0454	
55. COVINGTON PARK CDD	U-13-31-19-5VL-000000-000A3.0	051532-1008	
56. COVINGTON PARK CDD	U-13-31-19-5VL-000000-000B4.0	051532-1010	
57. COVINGTON PARK CDD	U-13-31-19-5IZ-000000-N0000.0	051532-0460	
58. COVINGTON PARK CDD	U-13-31-19-5VL-000000-000B6.0	051532-1012	
59. COVINGTON PARK CDD	U-13-31-19-5IZ-000000-M0000.0	051532-0458	
60. COVINGTON PARK CDD	U-13-31-19-5VL-000000-000C1.0	051532-1014	
61. COVINGTON PARK CDD	U-13-31-19-5VL-000000-000C2.0	051532-1016	
62. COVINGTON PARK CDD	U-13-31-19-5IZ-000000-G0000.0	051532-0450	
63. COVINGTON PARK CDD	U-13-31-19-ZZZ-00000.1-74241.0	051523-0160	

64. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-C0000.0	051532-0442
65. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-F0000.0	051532-0448
66. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-D0000.0	051532-0444
67. COVINGTON PARK CDD	U-14-31-19-5IZ-000000-E0000.0	051532-0446
68. COVINGTON PARK CDD	U-13-31-19-5UJ-000000-000B3.0	051532-0600
69. COVINGTON PARK CDD	U-13-31-19-5UJ-000000-000A1.0	051532-0654
70. COVINGTON PARK CDD	U-14-31-19-73W-000000-B0002.0	051532-1626
71. COVINGTON PARK CDD	U-14-31-19-73W-000000-B0014.0	051532-1628

Exhibit "B"

Projected 2008 2 Full-Time, 2 Part-time
 PT= 24 Hours per week

3% Wage Increase 7/1/2008

**OT= 120 hrs/yr each

Name	Position	Average Hourly Wage	Yearly	Overtime	Wage Increase	Total
Full Time	Resident Manager **	\$15.00	\$31,668.00	\$2,741.00	\$0.45	\$34,409.00
Full Time	Facilities Coordinator **	\$14.00	\$29,556.80	\$2,558.00	\$0.42	\$32,114.80
Part Time	Facilities Assistant	\$10.00	\$12,480.00	\$0.00	\$0.30	\$12,480.00
Part Time	Facilities Monitor	\$10.00	\$12,480.00	\$0.00	\$0.30	\$12,480.00
Total 2008 Salaries						\$91,483.80
FUTA and SUTA						\$313.60
FICA						\$6,998.51
Grand Total						\$98,795.91