



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$600	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$600</b>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  No \_\_\_\_\_  
 Budget Account No: Fund 3048 Dept 581 Unit P462 Object 6505  
 Program \_\_\_\_\_

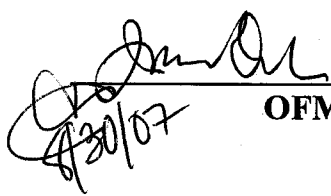
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

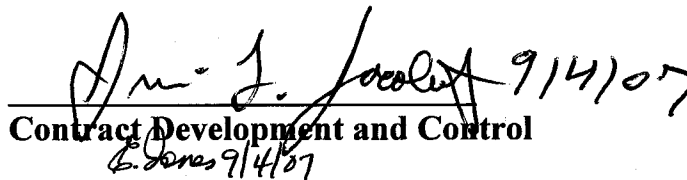
The County is responsible for all expenses and costs, including but not limited to, attorney's preparation fees, recording fees and administration fees, which shall not exceed \$600.00.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 8-31-07  
 OFMB 8/30/07

 9/14/07  
 Contract Development and Control  
 E. Jones 9/14/07

**B. Legal Sufficiency:**

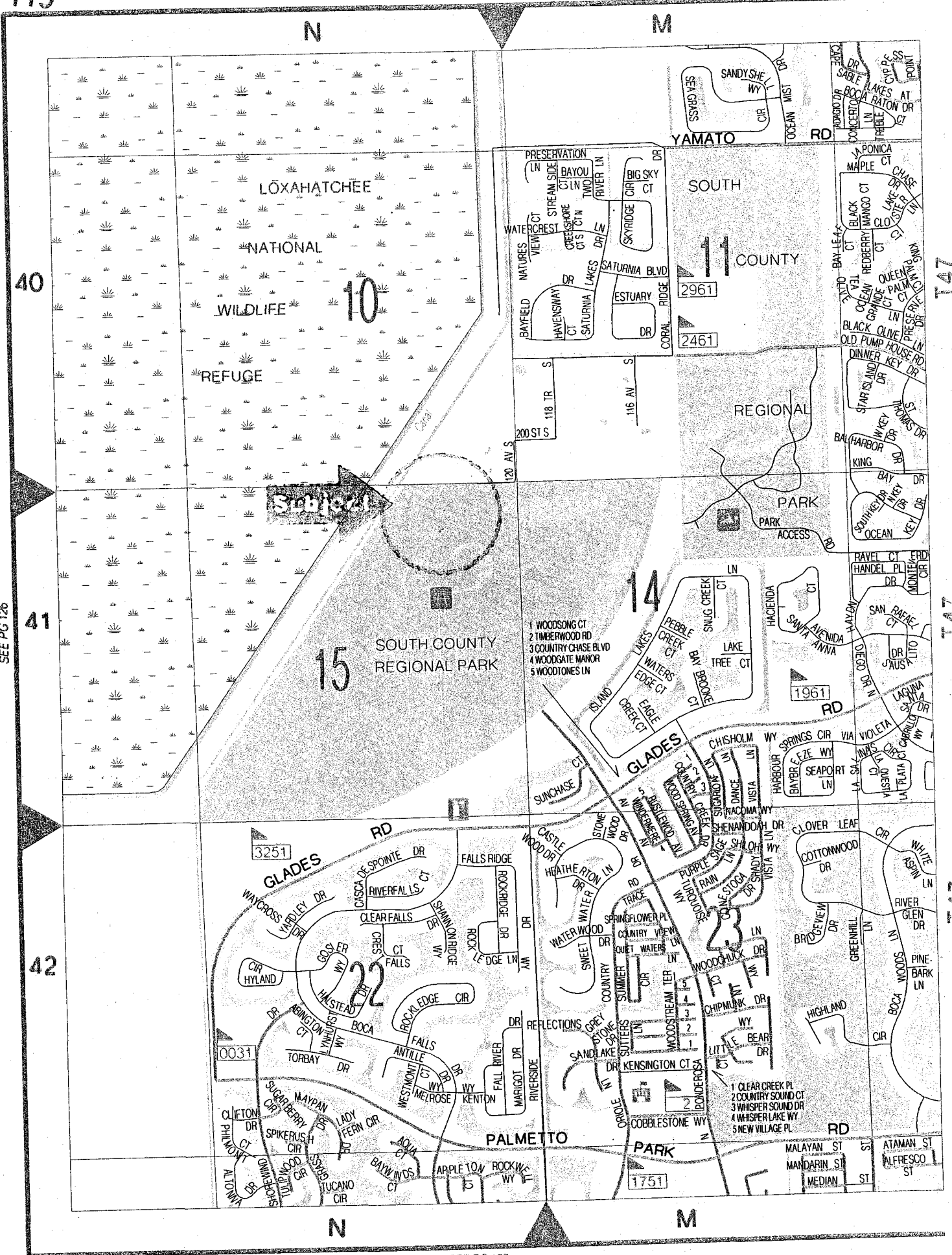
 9/5/07  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**



SEE PG 126

T47

T47

T47

41

42

40

ATTACHMENT #1

LOCATION MAP



RECORD AND RETURN TO:  
LAKE WORTH DRAINAGE DISTRICT  
13081 MILITARY TRAIL  
DELRAY BEACH, FL 33484-1105

PREPARED BY:  
MARK A. PERRY  
PERRY & KERN, P.A.  
50 SE FOURTH AVENUE  
DELRAY BEACH, FL 33483

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT ("Agreement")** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between LAKE WORTH DRAINAGE DISTRICT, a Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484-1105, hereinafter referred to as "DISTRICT" and PALM BEACH COUNTY, a Political Subdivision of the State of Florida, whose address is 301 N. Olive Ave., West Palm Beach, FL 33401, hereinafter referred to as "COUNTY".

### RECITALS:

**WHEREAS**, the COUNTY requested that the County-owned property described in Exhibit "A" attached hereto and made a part hereof (the "Property"), be annexed into the boundaries of the DISTRICT and receive services from the DISTRICT; and

**WHEREAS**, the Board of Supervisors of DISTRICT, at its regular scheduled monthly meeting on April 11, 2007, approved the annexation of the Property; and

**WHEREAS**, the COUNTY would like to receive services for the Property from the DISTRICT, pending approval of a Special Act by the Florida Legislature changing the jurisdictional drainage district of the Property (the "Special Act").

**NOW, THEREFORE**, for Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. The COUNTY agrees to draft and process the approval of the special legislation approving the annexation of the Property within the boundaries of the DISTRICT. The COUNTY further agrees to pay all expenses and costs incurred by COUNTY, emanating out of and relating to the drafting and processing of the special legislation through the approval process.

3. DISTRICT agrees to provide Property with those services normally provided to properties in the DISTRICT'S boundaries during the term of this Agreement.

4. COUNTY agrees to pay all reasonable expenses and costs emanating out of and relating to the preparation of this Service Agreement, which shall include but not be limited to reasonable attorney's preparation fees and recording fees, and agreement administration fees, if any.

5. The DISTRICT shall have the unilateral right to cancel this Agreement upon thirty (30) days written notice to COUNTY.

6. The Parties hereby agree from time to time to execute and deliver such further and other documents and to do all matters and things, which may be convenient to more effectively and completely carry out the intentions of this Service Agreement.

7. All notices, demands and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or not, three (3) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

**COUNTY:**

Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Att: Director

**COPY TO:**

Palm Beach County Attorney's Office  
Att: Real Estate  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401

**LWDD:**

Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, FL 33484-1105  
Att: Ronald L. Crone

**Copy to:**

Mark A. Perry, General Counsel  
Lake Worth Drainage District  
13081 Military Trail  
Delray Beach, FL 33484-1105

8. All references to "Exhibits" contained herein or references to Exhibits attached hereto are made a part hereof.

9. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

10. The laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this Agreement, and venue for the resolution of any disputes or actions concerning the foregoing shall be in Palm Beach County, Florida, unless otherwise specified herein.

11. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the Parties.

12. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid, or enforceable provision(s) had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provisions, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable.

13. This Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

14. This Agreement shall not be assignable without prior written approval of the DISTRICT.

15. The preparation of this Agreement has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

16. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assignees.

17. This Agreement shall automatically terminate upon enactment of the Special Act.

**IN WITNESS WHEREOF**, the Parties have hereunto executed this Service Agreement the day and year first above written.

LAKE WORTH DRAINAGE DISTRICT

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
James M. Alderman, President

By: \_\_\_\_\_  
Mark A. Perry  
General Counsel

Attest: \_\_\_\_\_  
Ronald L. Crone, Secretary

13081 Military Trail  
Delray Beach, FL 33484-1105  
\_\_\_\_\_  
Mailing Address

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES M. ALDERMAN and RONALD L. CRONE, the President and Secretary respectively, of the LAKE WORTH DRAINAGE DISTRICT, known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

ATTEST: SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a Political  
Subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Approved as to Form and  
Legal Sufficiency

\_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions:

Date: \_\_\_\_\_

By: Keith Anthony Wolf  
Director, Facilities Development  
and Operations



**Exhibit A**  
**Legal Description**

TRACT 16, SECTION 15, TOWNSHIP 47 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, PER FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 2, PLAT BOOK 1, PAGE 102.

LESS THE RIGHT OF WAY FOR CENTRAL AND SOUTHERN FLOOD CONTROL DISTRICT LEVEE L-40, PER DEED BOOK 938, PAGE 476. (600' RIGHT OF WAY)

ALSO LESS THAT PORTION OF SAID TRACT 16, LYING NORTH AND WEST OF THE WESTERLY RIGHT OF WAY OF SAID LEVEE L-40, AS ABOVE DESCRIBED.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/7/07 REQUESTED BY: Margaret Jackson

PHONE: 233-0212  
FAX: 233-0210

PROJECT TITLE: South County Regional Park

PROJECT NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$600.00

DATE:

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Lake Worth Drainage District

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

LWDD attorney preparation fees, recording fees and agreement administration fees for the South County Regional P  
Parcel A LWDD Annexation.

CONSTRUCTION	
PROFESSIONAL SERVICES	\$600.00
STAFF COSTS**	
EQUIP. / SUPPLIES	
CONTINGENCY	
TOTAL	<u>\$600.00</u>

\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3048 DEPT: 581 UNIT: P462 OBJ: 6505

*WPN*

BAS APPROVED BY: 

DATE: \_\_\_\_\_

ENCUMBRANCE NUMBER:

FUNDING SOURCE(S)	
<input type="checkbox"/>	Bond
<input type="checkbox"/>	Impact Fees
<input type="checkbox"/>	Park Improvement Fund
<input type="checkbox"/>	Ad Valorem
<input checked="" type="checkbox"/>	Other

BAS APPROVAL	
<input checked="" type="checkbox"/>	FULLY FUNDED WITHIN CURRENT BUDGET <i>ck</i>
<input type="checkbox"/>	FULLY FUNDED PENDING BUDGET TRANSFER _____

C:\DOCUME~1\CKOPELAK\LOCALS~1\Temp\XPgrpwise\BAS.8-7-07.doc

ATTACHMENT #3