

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No ____
Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
Program

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

This item has no fiscal impact.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 10.14.08
OFMB *[Initials]* 10/14
SN 10/14/08 CN 10/14/08

[Signature] 10/20/08
Contract Dev. and Control
10/20/08

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

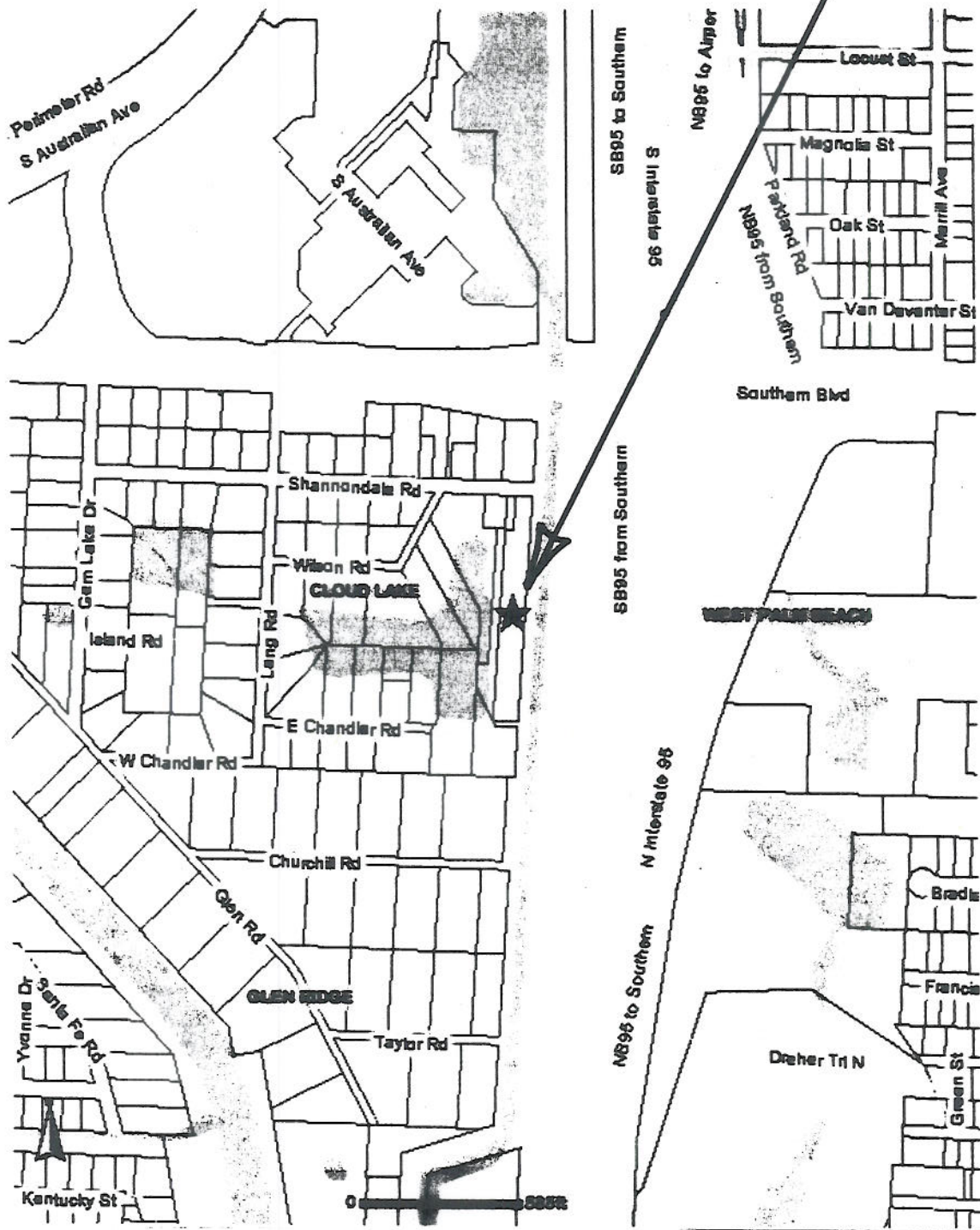
[Signature] 10/20/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION TOWN OF CLOUD LAKE PROJECT NO. 1987078



LOCATION SKETCH

**INTERLOCAL AGREEMENT WITH THE
TOWN OF CLOUD LAKE
AND PALM BEACH COUNTY
FOR STUB CANAL RIGHT OF WAY OWNERSHIP**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2008, by and between THE TOWN OF CLOUD LAKE, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, pursuant to Section 335.0415, Florida Statutes, public right of way for road infrastructure may be transferred between jurisdictions by mutual agreement of governmental entities; and

WHEREAS, the COUNTY currently has control over, responsibility for, and ownership of a parcel of land (Exhibit A) on the west side of the Stub Canal, within the TOWN limits, hereinafter referred to as PARCEL; and

WHEREAS, the COUNTY desires to convey the Parcel to the Town and will retain certain rights thereto; and

WHEREAS, the TOWN desires to obtain the PARCEL to enhance the aesthetics of, and provide a noise barrier for, the TOWN.

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

1. The above recitals are true, correct and incorporated herein.
2. Within 60 days of the date of this Agreement, County shall convey the Parcel to Town by Warranty Deed. The County shall reserve a maintenance easement on and over the east forty (40') feet of the Parcel for the purpose of maintaining and potentially widening the Stub Canal. The forty (40') foot easement area shall not be used by Town for landscaping or a noise barrier berm. The reserved maintenance easement shall grant County a perpetual easement for canal related purposes

including, but not limited to, the use of the easement area for ingress and egress purposes, excavation, removal of vegetation, berm and area of maintenance and deposit of spoil.

3. TOWN shall grant the COUNTY a Temporary Construction Easement on and over the west fifty (50) feet of the PARCEL for use as a staging area for improvements to the TOWN'S Cloud Lake to be initiated by the COUNTY. The term of the Temporary Construction Easement shall be for a period of time sufficient for County to complete the Cloud Lake improvements project. The County shall remove all exotic vegetation from the Parcel at such time as the Parcel is prepared as a staging area. COUNTY, at COUNTY'S expense, shall install a berm on and over the west fifty (50') feet of the Parcel in accordance with the plans and specifications on attached Exhibit "B."
4. Town shall be responsible for continued maintenance following installation of the berm on the Parcel; provided COUNTY shall be responsible for the maintenance of any service road, berm area or other improvement necessary or utilized by COUNTY to maintain the Stub Canal from its easement area.
5. The COUNTY and TOWN agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.
6. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
7. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P. E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416-1229

AS TO THE TOWN

Town of Cloud Lake
Dorothy Gravelin, Town Clerk
100 Lang Road
West Palm Beach, FL 33406-3222

8. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now here after existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy shall preclude any other or further exercise thereof.
9. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
10. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
11. Neither the COUNTY nor the TOWN shall be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

12. The TOWN shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of the TOWN'S negligence in connection with this Agreement to the Extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY'S negligent acts or omissions.
13. The COUNTY shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of the COUNTY'S negligence in connection with this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the TOWN for the TOWN'S negligent acts or omissions.
14. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
15. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
16. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
17. All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the TOWN are subject to annual budgetary funding and should either Party involuntarily fail to fund any of

their respective obligations pursuant to the Agreement, this Agreement may be terminated.

18. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
19. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
20. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

TOWN OF CLOUD LAKE

PALM BEACH COUNTY, FLORIDA, BY
BOARD OF COUNTY COMMISSIONERS

By: Betty G. Jones
Mayor

By: _____
Chair

ATTEST:

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: Verity C. Gravelin
Town Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Will A. [Signature]
Town Attorney

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Charles Rich
Engineering

POINT OF COMMENCEMENT
NORTHEAST CORNER
SECTION 5
TOWNSHIP 44 SOUTH
RANGE 43 EAST

SOUTH
RIGHT-OF-WAY
LINE OF
SHANNONDALE ROAD

50.0'

S87°23'37"E
59.98'

N04°26'18"E
115.01'

S87°23'12"E
30.00'

100.00'

100.00'

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

C L O U D L A K E

N04°26'17"E 660.01'

DRAINAGE & CANAL
MAINTENANCE EASEMENT

EAST LINE OF SECTION 5
TOWNSHIP 44 SOUTH
RANGE 43 EAST

LOT 12

LOT 13

LOT 14

LOT 15

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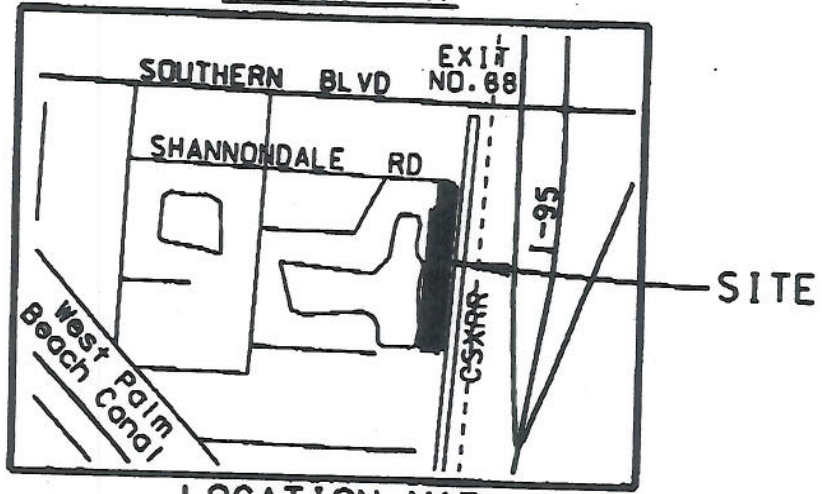
LOT 283

LOT 284

LOT 285

LOT 286

EXHIBIT "A"



LOCATION MAP NOT TO SCALE

LEGAL DESCRIPTION

PART OF LOTS 10 TO 16 (BOTH INCLUSIVE), BLOCK 5, CLOUD LAKE, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CIRCUIT COURT, IN AND FOR PALM BEACH COUNTY, FLORIDA, AS IN PLAT BOOK 18, PAGE 48. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 04 DEGREES 26 MINUTES 18 SECONDS WEST 1134.48 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE NORTH 87 DEGREES 33 MINUTES 38 SECONDS WEST 100.03 FEET TO A POINT OF BEGINNING; THENCE NORTH 87 DEGREES 33 MINUTES 38 SECONDS WEST 89.98 FEET; THENCE NORTH 04 DEGREES 26 MINUTES 17 SECONDS EAST 660.01 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 12 SECONDS EAST 30.00 FEET; THENCE NORTH 04 DEGREES 26 MINUTES 18 SECONDS EAST 115.01 FEET; TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHANNONDALE ROAD; THENCE ALONG SAID RIGHT OF WAY SOUTH 87 DEGREES 23 MINUTES 37 SECONDS EAST 59.98 FEET; THENCE SOUTH 04 DEGREES 26 MINUTES 19 SECONDS WEST 774.76 FEET TO THE POINT OF BEGINNING

CONTAINING 1.520 ACRES MORE OR LESS

THE EAST FORTY (40) FEET SUBJECT TO A DRAINAGE AND CANAL MAINTENANCE EASEMENT.

NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

Norman J. Howard
NORMAN J. HOWARD, P.S.M.
FLORIDA CERTIFICATE NO. 5776

9-19-08
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROJECT NO. 1	PROJECT	DATE 09/18/08	REVISION	BY DATE	
	PORTION OF LOTS 10-16, BLOCK 5, CLOUD LAKE				
DESIGN FILE NO. S-1-08-2904.DGN	Sheet No. S-1-08-2904	SCALE 1"=100'	APPROVED N.J.H.	DATE 9/18/08	PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		N/A			

1587078

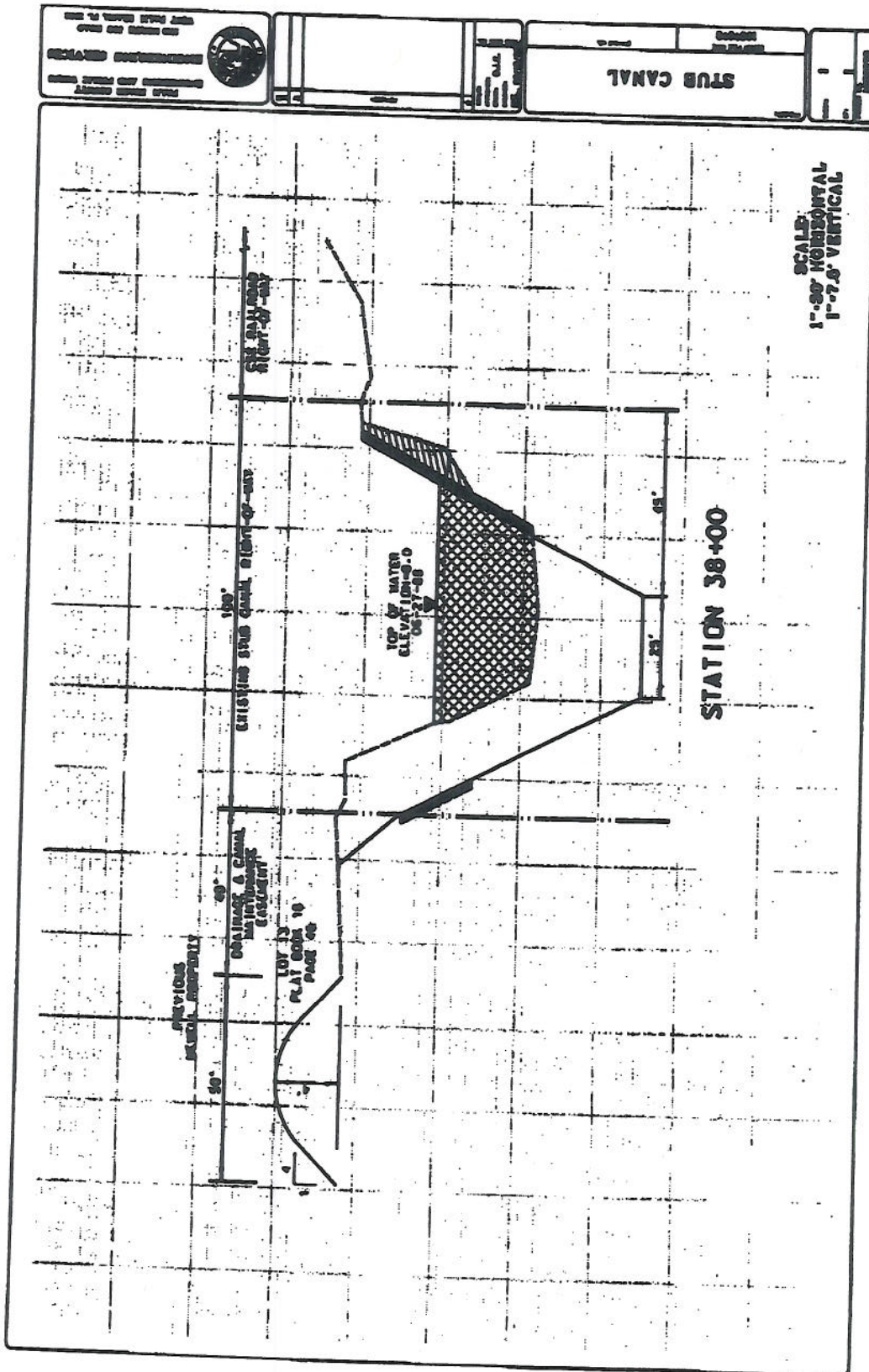


EXHIBIT "B"