

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Engineering & Public Works Department

Submitted For: Roadway Production Division

Project No. : 2001603

I. EXECUTIVE BRIEF

Motion and Title: Staff Recommends Motion To Approve: A First Amendment to the Interlocal Agreement between the County and the Northern Palm Beach County Improvement District (NPBCID) concerning improvements to the intersection of Indiantown Road and Seminole Pratt Whitney Road (Project).

Summary: Through this First Amendment to the Interlocal Agreement, the County's cost for the Project will be increased to an amount not to exceed \$520,000.

District: 1 (MRE)

Background and Justification: On April 13, 2004, the Board of County Commissioners (Board) approved an Interlocal Agreement (R2004-0627) with NPBCID for the Project which established the County's cost at an amount not to exceed \$280,000. NPBCID was required to improve the intersection of Seminole Pratt Whitney Road and Indiantown Road by constructing left turn lanes on all four (4) approaches to the intersection, and a south approach right turn lane. The Interlocal Agreement provided for the County's participation in the Project by funding improvements to the alignment of the north approach to the intersection. The NPBCID has now received bids for construction of the project, which reflect the significant construction cost escalation that has occurred since the Interlocal Agreement was negotiated. The County's cost for the Project will be increased to an amount not to exceed \$520,000.

Attachments:

1. Location Sketch
2. First Amendment to Interlocal Agreement (3 Originals)
3. Interlocal Agreement (R2004-0627)

Recommended By: Donna A. Fernandez 9/9/06 [Signature]
Division Director Date

Approved By: Sy J. Webb 8/17/06
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>\$240,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$240,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No ____
Budget Acct No.: Fund 3500 Dept. 361 Unit 1112 Object 6551
Program

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

Transportation Improvement Fund
Seminole Pratt & Indiantown Rd Intersection Imp.

Interlocal Agreement-Additional Funding \$240,000.00

C. Departmental Fiscal Review: R.D. Ward 8/11/06

III. REVIEW COMMENTS

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

Elizabeth Closer 8/16/06
OFMB
AMV 8/16/06
Jim J. Jurek 8/17/06
Contract Dev. and Control
8/18/06

B. Approved as to Form and Legal Sufficiency:

Paul F. J. 8/18/06
Assistant County Attorney

This amendment complies with
our review requirements.

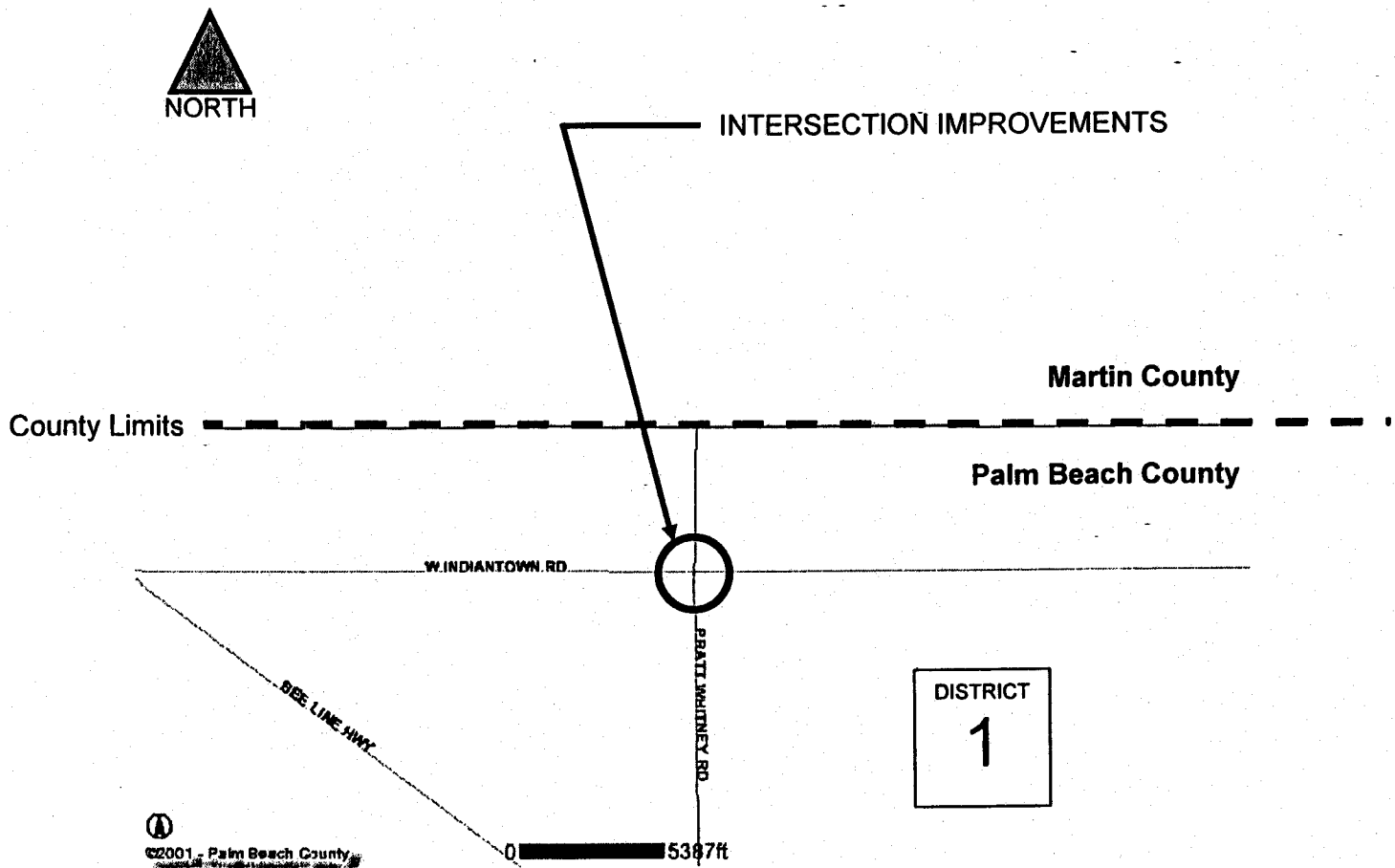
C. Other Department Review:

Department Director

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

LOCATION SKETCH

INDIANTOWN ROAD AND SEMINOLE PRATT WHITNEY ROAD



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
REGARDING THE CONSTRUCTION OF THE COUNTY'S PROJECT NO. 2001603
ROADWAY IMPROVEMENTS**

This First Amendment (the "First Amendment") shall be effective as of the ____ day of _____, 2006, and is being entered into by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, 2300 North Jog Road, West Palm Beach, Florida 33411-2745 (hereinafter referred to as the "County"), and NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as "Northern").

WITNESSETH:

WHEREAS, on April 13, 2004, the County and Northern entered into an Interlocal Agreement regarding the construction of the County's Project No. 2001603 Roadway Improvements (hereinafter referred to as the "Agreement"); and

WHEREAS, following its issuance of a request for proposals in accordance with Section 255.05, Florida Statutes, Northern has recently received proposals for, among other things, construction of the County Improvements identified in the Agreement; and

WHEREAS, the lowest and best proposal for construction of the County Improvements is in an amount greater than the estimated amount for same reflected in the Agreement; and

WHEREAS, the County and Northern desire to proceed with Northern's construction of the County Improvements in accordance with the Agreement, as herein amended and supplemented.

NOW, THEREFORE, in accordance with Chapter 163, Part 1, Florida Statutes, as amended, the County and Northern do enter into this First Amendment to the Agreement and represent, covenant and agree with each other as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. AMENDMENTS TO AGREEMENT. The County and Northern do hereby agree to the following amendments to the Agreement, namely:

(A) Subparagraph (D) of Section 3 of the Agreement is hereby supplemented by the addition of the following subparagraph thereto:

County acknowledges that multiple proposals for construction of the County Improvements have been received by Northern and reviewed by appropriate County staff personnel, and that based on the lowest and best proposal received (the "Construction Proposal"), the budget and estimated funding amounts set forth in the Agreement for construction of the County Improvements are insufficient and must be increased. Therefore, the County does hereby approve the following revised budget and funding amounts for construction of the County Improvements, namely: (x) four hundred thousand dollars (\$400,000.00) for the cost of construction of the County Improvements which amount is based upon the applicable unit prices and estimated quantities set forth in the Construction Proposal, (y) seventy thousand dollars (\$70,000.00) for costs associated with design of the County Improvements and (z) contingency funds in the amount of fifty thousand dollars (\$50,000.00) for such change orders or increases in units quantity as are necessary in order to properly conclude the construction of the County Improvements, for a total amount of five hundred twenty thousand dollars (\$520,000.00).

(B) Section 21 of the Agreement is amended by extending the Term of the Agreement through and including April 12, 2008.

SECTION 3. REAFFIRMATION. Except as otherwise amended and modified in this First Amendment, the Agreement shall continue in full force and effect.

SECTION 4. COUNTERPARTS. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

SECTION 5. EFFECTIVE DATE. This First Amendment shall be effective as of the last date it is signed by the last of the parties hereto to sign same.

EXECUTED by the COUNTY this _____ day of _____, 2006.

ATTEST:

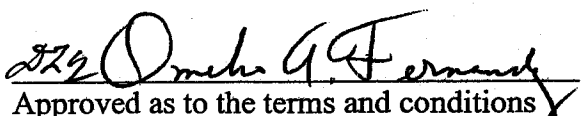
Sharon R. Bock, Clerk & Comptroller
Circuit Court

Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

By: _____
(Deputy Clerk)

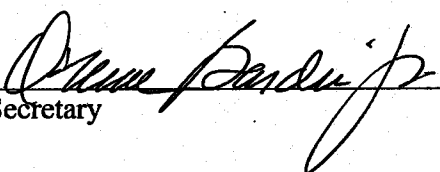
By: _____
Tony Masilotti, Chairman

Approved as to form and legal sufficiency

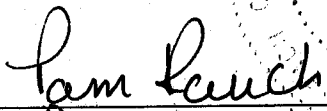

Approved as to the terms and conditions

EXECUTED by NORTHERN this 26th day of July, 2006.

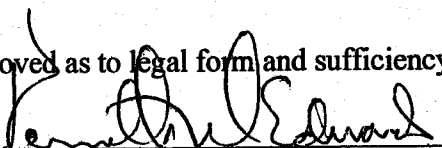
ATTEST:

By: 
Secretary

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

By: 
Print: PAM RAUCH
Title: Vice President

[DISTRICT SEAL]

Approved as to legal form and sufficiency
By: 
Kenneth W. Edwards, Attorney
Northern Palm Beach County
Improvement District

R2004 0627

INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
REGARDING THE CONSTRUCTION OF
THE COUNTYS PROJECT # 2001603 ROADWAY IMPROVEMENTS

This Interlocal Agreement (the Agreement) shall be effective as of the _____ day of APR 13 2004, 2004, and is being entered into by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, P. O. Box 21229 (160 Australian Avenue), West Palm Beach, Florida 33416 (33406)(hereinafter referred to as the County), and NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 357 Hiatt Drive, Palm Beach Gardens, Florida 33418, an independent special district of the State of Florida (hereinafter referred to as Northern).

WITNESSETH:

WHEREAS, Northern has adopted a Plan of Improvements, as amended; for its Unit of Development No. 16 and contained therein is the authorization for Northern to pay for and/or construct those roadway and related improvements depicted in attached Exhibit A (the Northern Improvements); and

WHEREAS, the County has asked that Northern expand the north leg improvements of the intersection of Indiantown Road and Seminole Pratt Whitney Road to include upgrading the alignment geometrics as part of Northern's requirements on the north approach; and

WHEREAS, the County wishes to implement the construction of those roadway related improvements at the intersection of Indiantown Road and Seminole Pratt Whitney Road, which are described in attached Exhibit B (the County Improvements); and

WHEREAS, the cost of the County Improvements, including the design, construction and inspection services by the Engineer of Record is currently estimated to be Two Hundred Eighty Thousand Dollars (\$280,000.00); and

WHEREAS, the County shall provide payments to Northern in an amount not to exceed Two Hundred Eighty Thousand Dollars (\$280,000.00) for the design and construction of the County Improvements; and

WHEREAS, it is the goal of the County and Northern to cooperate and assist each other, where possible, in order to ensure the most effective and efficient delivery of services to their respective residents; and

WHEREAS, the County and Northern are authorized to enter into the Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage; and

WHEREAS, the County and Northern agree that it is in the best interest of each entity to work together in a cooperative manner by pooling and advancing their resources in order to carry out the implementation and construction of their respective herein identified Improvements; and

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the County and Northern, for and in consideration of the mutual benefits and promises as set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to identify the parties' respective duties and obligations regarding the design, procurement, construction, funding and payment for those County Improvements which are to be constructed by Northern in conjunction with the Northern Improvements for its Unit of Development No. 16.

SECTION 3. COUNTY DUTIES AND OBLIGATIONS. The County agrees to the following duties and obligations:

(A) The County shall be responsible for payment to Northern for those costs incurred by it for the design, preparation, and provision of all plans, specifications, drawings, and field surveys that are necessary in order for Northern to commence construction of the County Improvements. In addition, County staff personnel shall be made available, at no cost to Northern and its professionals, for consultation, interpretation, and advice in order to assist in Northern's preparation of said plans, specifications, drawings, and field surveys.

(B) The County shall be responsible for payment of all services rendered by those professionals engaged by the County that provide assistance to Northern with the County's consent, for the preparation of the County Improvement's plans, specifications, drawings and field surveys, including any subsequent charges by said professionals for consultation to Northern or its professionals regarding said plans, specifications, drawings, field surveys or the review and approval of shop drawings regarding same.

(C) The County hereby accepts responsibility for all permit fees or charges that it would otherwise impose for the issuance of permits and authorizations for construction of the County Improvements by Northern.

(D) The County acknowledges that on or before the execution of this Agreement that it has approved the budget and funding for the construction of the County's Improvements, which approval includes: (i) \$180,000.00 for the estimated cost of the construction of the County Improvements, (ii) \$50,000.00 for the estimated cost associated with the design of the County Improvements and (iii) estimated contingency funds in the amount of \$50,000.00 for changes in the County Improvements that may arise after execution of this Agreement, for a total estimated amount of Two Hundred Eighty Thousand Dollars (\$280,000.00).

(E) The County acknowledges that the above estimated cost of construction of the County Improvements may be subject to increase or decrease depending upon the outcome of future negotiations between Northern, the Project Engineer and the contractor once they are selected to do the work. The County hereby agrees that if as a result of these negotiations, the estimated cost of designing or constructing the County Improvements is increased, the Board of County Commissioners will have to review the request and authorize the additional amount prior to Northern being obligated to issue a Notice of Award to the Project Engineer or contractor for the County Improvements.

(F) The County agrees to pay directly to Northern those fees and costs attributable to: (i) design of the County Improvements, (ii) construction of the County Improvements, (iii) change orders and field directives issued as to the County Improvements and (iv) reasonable fees and costs associated with the provision of plans and specifications, construction, engineering and inspection of the County Improvements. The County will not be responsible for any Northern administrative costs.

(G) The County's direct payments to Northern shall be made on a monthly progress payment schedule with invoices to be submitted to the County for payment in accordance with the following: (i) the contractor engaged by Northern to construct a County Improvement shall submit on a monthly basis copies of its payment requests, plus back-up documentation, to the representatives of the County and Northern identified in following Section 10. The County's and Northern's staff personnel, following joint consultation and within ten (10) days following receipt of a contractor's request for payment, shall either recommend approval or disapproval of all or any portion of the contractor's payment request. In order to process for payment, the request for payment and all necessary backup documentation shall be transmitted to the County along with written recommendation for payment from Northern and County staff indicating fees and expenses have been incurred in accordance with this Agreement. Within thirty (30) days following receipt of such joint staff recommendation, the County shall remit the recommended payment amount directly to Northern, and (ii) Northern invoices for fees, charges and expenses incurred for design and engineering related services shall be transmitted to the County along with all necessary backup documentation for review by County staff which shall, within ten (10) days of receipt of said invoice(s) from Northern, either recommend approval or disapproval of all or any portion of the invoice. In order to process for payment, the

invoice and all necessary backup documentation shall be transmitted to the County along with written recommendation for payment from County staff indicating fees, charges and expenses have been incurred in accordance with this Agreement. Within forty-five (45) days following receipt of such staff recommendation, the County shall remit the recommended payment amount directly to Northern.

(H) The County agrees that actual final cost for the County Improvements shall be adjusted at completion based upon actual costs of construction, which final actual costs shall be computed using contract unit prices, change orders and actual constructed quantities. The calculation of the final costs for the County Improvements shall be calculated by Northern's Project Engineer in consultation with and upon the approval of the County, which approval shall not be unreasonably withheld.

(I) The County, at no cost to Northern, shall timely perform or cause to be performed during construction of the County Improvements all inspection services that the County deems necessary and appropriate, including certification of approval upon completion.

(J) The County agrees that it will not directly communicate with Northern's contractors unless requested by Northern and that any requests of the County regarding construction of a County Improvement shall be directed to the hereinafter-identified Northern Project Engineer for implementation.

(K) The County acknowledges that the Northern Project Engineer for the purposes of this Agreement shall be that engineer or engineering firm that is engaged by Northern for the provision of design, bidding and construction phase services relating to the County Improvements.

SECTION 4. NORTHERN'S DUTIES AND OBLIGATIONS. Northern does hereby agree to the following duties and obligations:

(A) Upon the County's execution and delivery of this Agreement, Northern shall authorize its Project Engineer to design the County Improvements and provide the appropriate number of copies of the plans, specifications and drawings for review and approval.

(B) Prior to submitting the initial request for payment pursuant to this Agreement, Northern shall provide to the County: (i) a true and correct copy of the fully executed contract between Northern and the contractor selected by Northern to construct the County Improvements; and (ii) a true and correct copy of the fully executed contract between Northern and the Project Engineer selected by Northern to provide engineering services related to the design, construction, engineering and inspection of the County Improvements.

(C) Northern shall require the contractor that constructs the County Improvements to comply with the following: (i) to provide to the County a Certificate of Insurance reflecting the County as an additional insured for the contractor's comprehensive general liability insurance and supplemental umbrella insurance for same, (ii) to provide to the County and Northern proof of the provision of F.S. 255.05 Payment and Performance Bonds in favor of Northern and the County in an amount equal to

100% of the awarded bid amount for construction of the County Improvements being constructed by that contractor, (iii) obtain and pay for such County permits as are required for the installation and construction of the Northern Improvements and (iv) in the event a claim or lawsuit is brought against Northern, the County or their respective officers, employees, servants or agents, as a result of an alleged act or omission by the contractor, then in that event the contractor shall be obligated to indemnify and hold harmless Northern and the County and their respective officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that Northern, the County or their respective officers, employees, servants or agents may or could sustain.

(D) Northern shall construct the County Improvements in accordance with those plans, specifications, drawings and field surveys as are approved by the County under the terms of this Agreement, or as may be modified by any change orders and field directives issued pursuant to the provisions of this Agreement.

(E) Northern shall coordinate with the County as to implementation and construction of the County Improvements, the review and issuance of recommendations regarding contractor invoices and the issuance of change orders and field directives.

(F) Northern shall properly and timely distribute any direct payments received from the County to the contractor, engineer or entity which has submitted the payment request or invoice which is the subject of the County's payment.

(G) Upon completion of the County and Northern Improvements, Northern agrees, following receipt of County approval, to assign to the County any and all warranties and guarantees Northern receives from its contractor as to the County and Northern Improvements.

SECTION 5. CHANGE ORDER AND FIELD DIRECTIVE PROCEDURE. The change order and Northern engineer field order policy to be used during Northern's construction of the County Improvements shall be as follows, namely:

(A) If, during construction of the County Improvement, it is determined by Northern that change orders that fall within the Board of County Commissioners approved agreement are required, the County will promptly present Northern's request for authorization to the County's Contract Review Committee (CRC) in accordance with the then applicable County PPM CW-F-50. If approved by the CRC, the additional payment amount for this approved work shall be paid pursuant to this Agreement. If the change orders and/or additional costs exceed the maximum amount authorized under paragraph 3(D) of this Agreement, then this Agreement must be sent back to the Board of County Commissioners for consideration of an amendment authorizing such additional funding.

(B) The County and Northern acknowledge that during construction of the County Improvement, field orders regarding interpretations of and modifications from the County approved plans, specifications and drawings may be necessary. In the event of an emergency that endangers the health, safety and welfare of the public, or the County determines that waiting for CRC approval may excessively delay the implementation or construction of the County Improvements, a verbal approval from either a County Roadway Production Division field representative or the County's Roadway Production Division Director will be sufficient. Field orders requiring only verbal approval as set forth in this paragraph cannot exceed a cost of three thousand dollars (\$3,000.00) per occurrence and shall not exceed a maximum twenty-four thousand dollars (\$24,000.00) for the total of all such occurrences contemplated by this Agreement, unless the field order is required in order to remedy a significant risk to the public health, safety and welfare. All such field orders which receive verbal approval from the County shall be subject to after-the-fact review by the CRC pursuant to PPM CW-F-50 as described in paragraph 5(A) of this Agreement.

SECTION 6. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.

SECTION 7. COUNTY INDEMNIFICATION. In the event a claim or lawsuit is brought against Northern, its officers, employees, servants, or agents, related to an alleged act or omission by the County for which the County was solely responsible under this Agreement, the County agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless Northern, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that Northern, its officers, employees, servants or agents may or could sustain.

SECTION 8. NORTHERN INDEMNIFICATION. In the event a claim or lawsuit is brought against the County, its officers, employees, servants or agents, related to an alleged act or omission by Northern for which Northern was solely responsible under this Agreement, Northern agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the County, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the County, its officers, employees, servants or agents may or could sustain.

SECTION 9. CONSTRUCTION FUNDING. All provisions of this Agreement calling for the expenditure of ad valorem taxes or non-ad valorem assessments by either Northern or County are subject to annual budgetary funding and should either party involuntarily fail to fund any of their respective obligations pursuant to this agreement, this Agreement may be terminated by the other party without obligation. However, once a Notice to Proceed with the construction of the County Improvements has been issued by Northern, this Agreement shall be binding upon the parties and shall

no longer be contingent upon the availability of funds. Upon commencement of construction of the County Improvements, the County Improvements shall be prosecuted to completion.

SECTION 10. NOTICES. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the County shall be sent to:

Palm Beach County
P. O. Box 21229 (160 Australian Avenue)
West Palm Beach, Florida 33416 (33406)
Attn: Tanya McConnell, Deputy County Engineer
Phone: (561) 684-4019
Telecopy: (561) 684-4167

All notices to Northern shall be sent to:

Northern Palm Beach County Improvement District
357 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Telecopy: (561) 624-7839

SECTION 11. AMENDMENTS. 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 as this Agreement by both parties.

SECTION 12. VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter 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 hereunder shall preclude any other or further exercise thereof.

SECTION 13. WAIVER OF JURY TRIAL. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 14. DISCRIMINATION. Northern and the County agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 15. SEVERABILITY. 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 unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

SECTION 16. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, either written or oral, relating to the matters, which are the subject of this Agreement.

SECTION 17. CONSTRUCTION. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 18. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

SECTION 19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 20. CLERK OF COURT. A copy of this Agreement shall be filed with the Clerk of the Court in and for Palm Beach County, Florida.

SECTION 21. TERM. This Agreement shall continue in full force and effect for a period of three (3) years from its Effective Date at which time the Agreement shall automatically terminate unless otherwise extended by written agreement between the parties.

SECTION 22. EFFECTIVE DATE. This Agreement shall be effective as of the last date that it is signed by the parties hereto

EXECUTED by the COUNTY this _____ day of APR 13 2004, 2004

R2004 0627

ATTEST: **DOROTHY H. WILKEN, CLERK**
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA

By: *Linda C. Hackman*

DEPUTY CLERK

By: *[Signature]*

, Chair

Monroe R. Little
Approved as to form and legal sufficiency

Don Martin
Approved as to terms and conditions

EXECUTED by NORTHERN this 28th day of January 2004.

ATTEST:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

By: *O'Neal Bardin, Jr.*

O'Neal Bardin, Jr., Secretary

By: *Hal R. Valeche*

Hal R. Valeche, Vice President

(SEAL)

Approved as to legal form and sufficiency:

By: *[Signature]*

Kenneth W. Edwards, Attorney
Northern Palm Beach County
Improvement District

EXHIBIT A

NORTHERN IMPROVEMENTS

INTERSECTION OF INDIANTOWN ROAD & SEMINOLE PRATT WHITNEY ROAD

NORTH APPROACH:	LEFT TURN LANE ADDITION.
EAST APPROACH:	LEFT TURN LANE ADDITION
SOUTH APPROACH:	LEFT & RIGHT TURN LANES ADDITION
WEST APPROACH:	LEFT TURN LANE ADDITION

EXHIBIT B

COUNTY IMPROVEMENTS

INTERSECTION OF INDIANTOWN ROAD & SEMINOLE PRATT WHITNEY ROAD

**MODIFICATION OF THE NORTH APPROACH ALIGNMENT TO ACCOMMODATE
NORTHERN'S NEW LEFT TURN LANE AND TO PROVIDE APPROPRIATE ALIGNMENT
TRANSITION FROM THE EXISTING ROADWAY TO THE NEWLY EXPANDED
INTERSECTION.**