

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$120,000</u>	<u>\$120,000</u>	<u>\$120,000</u>	<u>\$120,000</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>\$120,000</u>	<u>\$120,000</u>	<u>\$120,000</u>	<u>\$120,000</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Acct No.: Fund 1201 Dept. 363 Unit R002 Object 8101.
Program

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

County Transportation Trust Fund
Pavement Management/Roadway Striping

FY 2008	\$120,000.00
FY 2009	\$120,000.00
FY 2010	\$120,000.00
FY 2011	\$120,000.00
Total Fiscal Impact	\$480,000.00

This is subject to Budget approval in the Fiscal Years indicated.
FY 2008 has been funded by a \$120,000 non-board transfer from
object 4606 - Repair/Maint-Roads, Bridges, ROW within the R002
Unit.

C. Departmental Fiscal Review: R.D. Wang 9/26/07

III. REVIEW COMMENTS

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

[Signature] 9.25.07
OFMB

EN 9/25/07
[Stamp]

[Signature] 9/26/07
Contract Dev. and Control
9/26/07

B. Approved as to Form and Legal Sufficiency:

This amendment complies with
our review requirements.

[Signature]
Assistant County Attorney

C. Other Department Review:

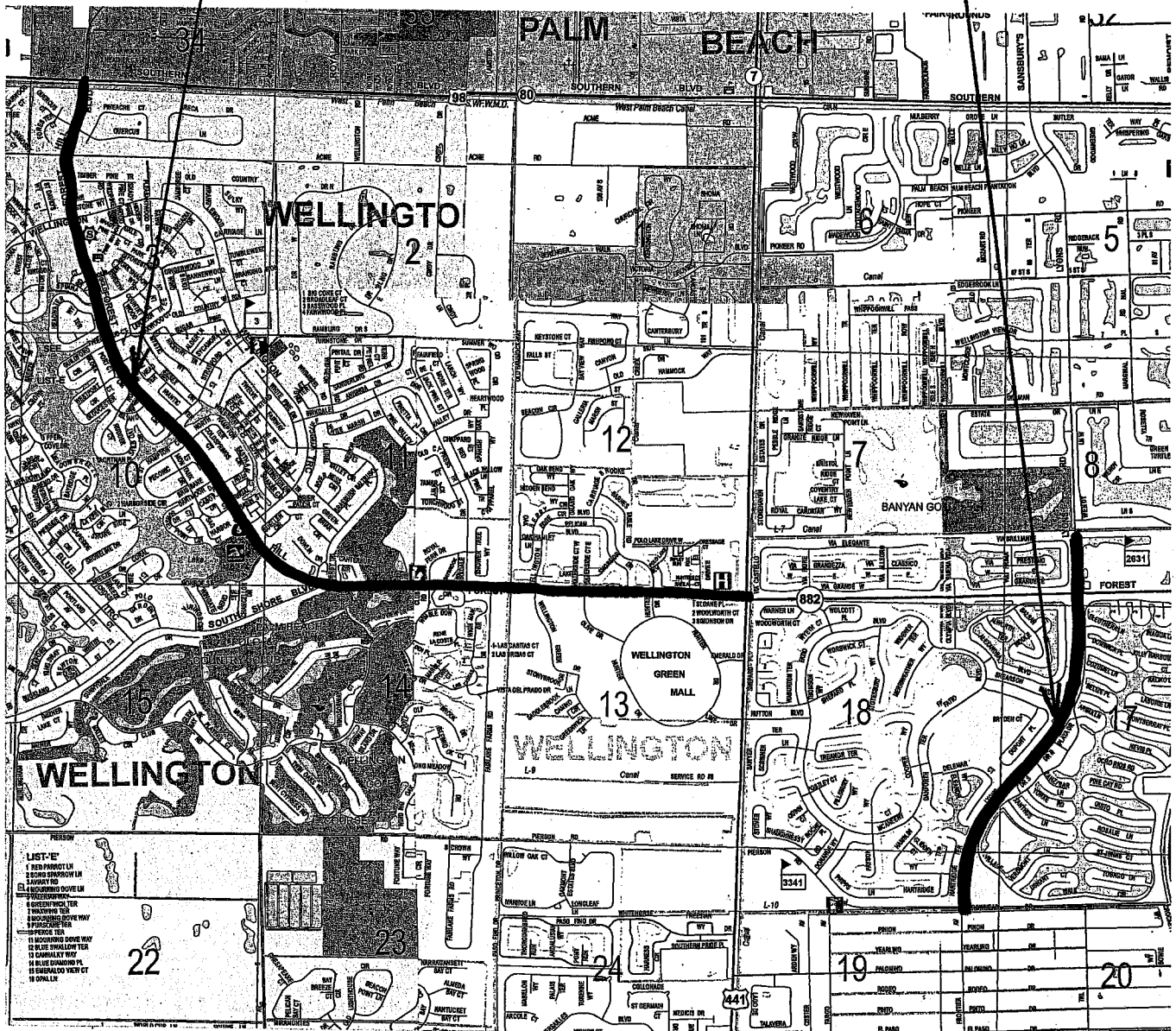
Department Director

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

PROJECT LOCATION

FOREST HILL BOULEVARD FROM
SOUTHERN BOULEVARD TO U.S.441

LYONS ROAD WITHIN THE
VILLAGE OF WELLINGTON



LOCATION SKETCH

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT DATED DECEMBER 17, 1996
BETWEEN
PALM BEACH COUNTY AND THE VILLAGE OF WELLINGTON
PROVIDING FOR GENERAL CONDITIONS, ENGINEERING SERVICES WITHIN
THE MUNICIPAL LIMITS OF THE VILLAGE OF WELLINGTON, FLORIDA BY
THE PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS
DEPARTMENT**

This Amendment to the Agreement dated December 17, 1996 shall be effective as of the _____ day of _____, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and THE VILLAGE OF WELLINGTON, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village".

WITNESSETH:

WHEREAS, the County and the Village entered into an Interlocal Agreement dated December 17, 1996, hereinafter referred to as the "Agreement", for the purpose of the Village contracting with County to provide several public services for the Village; and

WHEREAS, the County wishes to transfer jurisdiction, control, title and interest, including maintenance, of Forest Hill Boulevard from Southern Boulevard to US 441 to the Village; and

WHEREAS, the County and Village mutually agree that such amendment is in the best interest of the citizens and traveling public.

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

1. The above recitations are true and correct and incorporated herein.
2. Article II ENGINEERING SERVICES of the Agreement dated December 17, 1996 between the County and the Village is hereby amended as follows:
 - (A) Paragraph 1 TRAFFIC ENGINEERING, Sub-paragraph A (1), is deleted.
 - (B) Paragraph 2 STREET MAINTENANCE, Sub-paragraph A and E are deleted.
 - (C) Paragraph 3 OWNERSHIP AND CONSTRUCTION RESPONSIBILITIES, Sub-paragraph A is revised to read as follows:

The Village and County hereby acknowledge that by virtue of the Village's incorporation that all public roads within the municipal boundaries of the Village are Village streets effective March 28, 1996, including as of the date of this Amendment to the Agreement, Forest Hill Boulevard from Southern Boulevard to

US 441, except the easternmost 1,500 feet of Forest Hill Boulevard and Forest Hill Boulevard from Southern Boulevard to Wellington Trace North. The easternmost 1,500 feet of Forest Hill Boulevard shall become a Village street upon Final Acceptance by the County of Palm Beach County Project Number 2001507A (Forest Hill Boulevard & SR 7 Intersection Improvements). Forest Hill Boulevard from Southern Boulevard to Wellington Trace North shall become a Village street upon Final Acceptance by the County of Palm Beach County Project Number 2004502. Final Acceptance occurs upon the County providing written notice of final acceptance to the Contractor, with a copy to the Village, upon completion of the final inspection.

Notwithstanding the above, no portion of Forest Hill Boulevard from Southern Boulevard to US 441 shall become a Village street before the Village issues a permit to Palm Beach County for Palm Beach County Project Number 2004502.

(D) Paragraph 3 OWNERSHIP AND CONSTRUCTION RESPONSIBILITIES, Sub-paragraph C, is revised to read:

The Village and County agree that the construction of Greenview Shores Boulevard (Binks Forest Drive - South Shore Boulevard), Big Blue Trace (Southern Boulevard - South Shore Boulevard), Binks Forest Drive (Southern Boulevard - Greenview Shores Boulevard), and Forest Hill Boulevard (Southern Boulevard - US 441) shall remain the construction responsibility of Palm Beach County and shall be expanded as the roads exceed the adopted levels of service and as requested by the Village Council and as such projects are programmed for construction in the County's Five Year Road Program.

The Village agrees to allow relocation of the Village's decorative columns and hedges as required to provide adequate sight distance at the intersection of Forest Hill Boulevard and Quercus Lane for Palm Beach County Project Number 2004502.

3. Article III NEW ANNEXATION AREAS is hereby added as follows:

III. NEW ANNEXATION AREAS

1. The VILLAGE has annexed areas since the original agreement. The COUNTY wishes to have or maintain traffic control jurisdiction for the following roadways within the expanded municipal boundaries of the Village:

A. The COUNTY shall have traffic control jurisdiction on Lyons Road north of and south of Forest Hill Boulevard as of the effective date of this Amendment to the Agreement.

4. Article IV MAINTENANCE FUNDING is hereby added as follows:

IV. MAINTENANCE FUNDING

1. The COUNTY shall provide to the VILLAGE funds totaling \$480,000 for the future maintenance of Forest Hill Boulevard from Fairlane Farms Road to US 441. The funding shall be provided as follows: \$120,000 Fiscal Year (FY) 2008; \$120,000 FY 2009; \$120,000 FY 2010, and; \$120,000 FY 2011. However, no funds will be provided prior to the Village's issuance of a permit to Palm Beach County for Palm Beach County Project Number 2004502.
5. For purposes of this Amendment, the Village and County agree to waive the May 15 renewal deadline provided in Paragraph 7, TERMS OF CONTRACT.
6. All other provisions of the Agreement dated December 17, 1996 shall continue in full force and effect.
7. The effective date of this Amendment No.1 to the Agreement dated December 17, 1996, shall become effective upon the execution of this Amendment by both parties.

IN WITNESS WHEREOF, the parties executed this Amendment to the Agreement on the date written above.

Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

BY: _____
Addie L. Greene, Chairperson

SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: *Ornelis A. Fernandez*

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

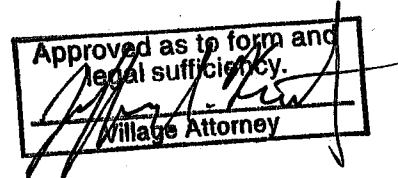
Village of Wellington, Florida
BY ITS VILLAGE COUNCIL:

BY: *James M. Williams*
Mayor

SEAL

ATTEST:

BY: *Awilda Rodriguez*
Village Clerk



R96 2032D

INTERLOCAL AGREEMENT BETWEEN PALM BEACH
COUNTY AND THE VILLAGE OF WELLINGTON
PROVIDING FOR GENERAL CONDITIONS,
ENGINEERING SERVICES WITHIN THE MUNICIPAL
LIMITS OF THE VILLAGE OF WELLINGTON,
FLORIDA BY THE PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS DEPARTMENT

THIS AGREEMENT is entered into this _____ day of _____
DEC 17 1996 1996, by and between:

THE VILLAGE OF WELLINGTON, a municipal corporation organized and existing under the laws of the State of Florida, whose permanent address is 14000 Greenbriar Boulevard, Wellington, Florida, 33414, hereinafter referred to as "Village";

and

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County". The VILLAGE and COUNTY are jointly referred to as "parties".

W I T N E S E T H:

WHEREAS, Chapter 95-496, Laws of Florida set forth the Charter of the VILLAGE; and

WHEREAS, on November 7, 1995, Chapter 95-496 was approved by a majority of the voters in a referendum election; and

WHEREAS, Chapter 95-496 provided that the VILLAGE came into existence on December 31, 1995 and provided that the VILLAGE becomes operational on March 28, 1996; and

WHEREAS, the health, safety, and welfare of the residents of both the VILLAGE and COUNTY will best be served by COUNTY providing certain governmental services; and

WHEREAS, the VILLAGE is desirous of contracting with COUNTY to provide governmental services within the corporate limits of the VILLAGE; and

WHEREAS, COUNTY is authorized to enter into this Agreement pursuant to Florida Statutes § 163.01; and

WHEREAS, this Agreement evidences the intentions of the respective parties to cooperate with each other in furtherance of the public's interest; and

NOW THEREFORE in consideration of the mutual obligations and undertakings described below, the parties do hereby agree as follows:

ARTICLE I.

GENERAL CONDITIONS

1. PURPOSE OF AGREEMENT

This Agreement is for the purpose of the VILLAGE contracting with COUNTY to provide several public services for the VILLAGE, more particularly set forth in the Articles hereof.

2. COOPERATION/LIAISON

To facilitate this Agreement, COUNTY shall have the full cooperation and assistance of the VILLAGE'S liaison to work with COUNTY'S Departments for the coordination of services and the handling of complaints. Each affected COUNTY Department shall designate in writing a staff person who shall serve as the contract liaison.

COUNTY'S representative/contract monitor during the term of this Agreement shall be George Webb, County Engineer, Engineering and Public Works, whose telephone number is (561) 355-2006.

The VILLAGE'S representative/contract monitor during the term of this Agreement shall be Charles H. Lynn Village Manager, whose telephone number is (561) 791-4000.

3. ADMINISTRATION/IMPLEMENTATION OF AGREEMENT

Oversight of COUNTY'S performance of these public services

will be performed by the Village Manager or designee, in conformance with the policies of the Village Council. Rendition of service, standards of performance, discipline of officers and employees, and other matters incidental to performance of services and control of personnel shall remain with COUNTY. This Agreement does not make officers and employees of COUNTY agents, employees, or legal representatives of the VILLAGE, for any purpose whatsoever, and they are in no way authorized to make any contract, agreement, warranty, or representation on behalf of the VILLAGE, or to create any obligation on behalf of the VILLAGE.

4. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to § 768.28, Florida Statutes.

5. INDEMNIFICATION

The VILLAGE agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or

nature whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault whether active or passive of the VILLAGE, or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this Agreement. The VILLAGE'S aforesaid indemnity and hold harmless agreement shall apply to the fullest extent permitted by law but in no event shall it apply to liability caused by the negligence or willful misconduct of COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in § 768.28(5), Florida Statutes, be waived.

6. INSURANCE

The VILLAGE shall, during the term of this Agreement and any extensions hereof, maintain in full force and effect insurance, which specifically covers all exposures incident to the intent and responsibilities under this Agreement and to support the VILLAGE'S Agreement of Indemnity. Such insurance shall be with a company acceptable to COUNTY, in a form consistent with COUNTY practice and in the same amount as the VILLAGE'S liability insurance which shall not be less than the liability limits set forth in Section 768.28 (5) Florida Statutes (1993) as amended from time to time. Approval by COUNTY shall not be unreasonably withheld.

Policy (ies) shall be endorsed to show Palm Beach County,

a political subdivision of the State of Florida, as an additional insured as its interests may appear; and shall also provide that insurance shall not be canceled, limited, or non-renewed until thirty (30) days written notice has been given to COUNTY. Current Certificates of Insurance evidencing required coverage must be on file with COUNTY at all times.

The VILLAGE expressly understands and agrees that any insurance protection furnished by the VILLAGE in no way limits its responsibility to indemnify and hold harmless COUNTY under the provisions of this Agreement.

7. TERM OF CONTRACT

This Interlocal Agreement shall be in effect from March 28, 1996 to September 30, 1997, and shall be automatically renewed thereafter from fiscal year to fiscal year (October 1 to September 30), unless either party hereto shall notify the other in writing of the party's desire to terminate all or part of this Agreement six (6) months in advance, no later than April 1 of the previous fiscal year except the first year of the agreement when such notice shall be provided no later than July 1, 1996 for termination on September 30, 1996. This Agreement shall not be terminated except at the expiration of the contract term, or at the expiration of any renewal, unless agreed upon in writing sixty (60) days in advance by both parties. If neither party gives notice of its intent to terminate, the parties shall negotiate the terms of any

revisions to the renewal no later than May 15 of each fiscal year. In the event the terms of renewal are not agreed to, the contract remains in force with the existing terms.

8. LEVEL OF SERVICE

The level of service provided by COUNTY pursuant to this Agreement shall be the same level of service provided by COUNTY for the unincorporated area for each service outlined in this Agreement. COUNTY staff will not attend the VILLAGE'S public hearings or public meetings to carry out this Agreement.

9. ADOPTION OF ORDINANCES

The VILLAGE shall adopt all ordinances necessary to effectuate this Agreement.

10. DISBURSEMENTS

Payments to COUNTY shall be due monthly, twenty(20) days from date of the invoice.

11. NOTICE

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

COUNTY	THE VILLAGE
Name: George Webb, County Engineer, Engineering and Public Works	Name: Charles H. Lynn Village Manager

Address: 301 N. Olive Ave., Suite 1105	Address: 14000 Greenbriar Boulevard
City, State, Zip: West Palm Beach, FL 33401	City, State, Zip: Wellington, FL 33414

12. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of COUNTY or the VILLAGE officers.

13. ANNUAL APPROPRIATION

Each party's performance and obligation to pay under this agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

14. AMENDMENTS

This Agreement may be amended only by formal action of the Board of County Commissioners of COUNTY and the Village Council of the VILLAGE. Billing which is based on COUNTY employee salaries will be adjusted beginning October 1, 1996, to reflect annualized salaries in the approved department budget.

15. REMEDIES

This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be filed in Palm Beach County, Florida.

16. EFFECTIVE DATE

The provisions of this Agreement shall become effective upon the execution of this Agreement by both parties.

17. EXECUTION OF AGREEMENT

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

18. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

II. ENGINEERING SERVICES

1. TRAFFIC ENGINEERING

A. COUNTY agrees to retain traffic engineering responsibility within the municipal boundaries of the VILLAGE as follows:

- (1) Forest Hill Boulevard in the VILLAGE
- (2) All signalized intersections and school flashers in the VILLAGE
- (3) All local streets within the

Village on an as requested basis. The Village agrees to reimburse the County for its reasonable costs associated with the performance of this service. Such payments to be made by VILLAGE within twenty(20) days from the date of the invoice.

B. In order to protect the welfare of the public, COUNTY agrees to perform the following functions and duties for locations identified above in A.(1) through (2) and A(3) on an as requested basis with reimbursement as spelled out in A(3) above:

- (1) Install stop or yield signs necessary to govern traffic
- (2) Maintain existing traffic signals
- (3) Install traffic signals where warranted
- (4) Prohibit or restrict traffic movements including left, right, and U-turns
- (5) Install and maintain traffic markings including crosswalks,

safety zones, and traffic lane striping

- (6) Designate one-way streets
- (7) Establish no-parking, no-standing, and no-stopping, regulations
- (8) Establish emergency and experimental regulations
- (9) Establish on-street truck and passenger loading zones
- (10) Establish speed limits
- (11) Establish no-passing zones
- (12) Establish traffic control guidelines for all roadway construction and operations
- (13) Establish bridge loading restrictions

The County Traffic Engineering Division or any successor division shall perform the above-described functions and duties, and such ministerial tasks as it deems appropriate.

COUNTY shall be fully responsible for all repairs and maintenance concerning the items delineated in paragraphs (1) through (13) above, and the VILLAGE shall have no duties or obligations whatsoever with regard to repair or maintenance of traffic control devices covered under the terms of this

Agreement. At such time that any roadway within the VILLAGE, which is currently under the jurisdiction of the State of Florida or the VILLAGE is turned over to COUNTY for maintenance and COUNTY has received written notification thereof, then that roadway shall be considered included in this section of the Agreement. All signs, signals, and markings and the placement thereof shall be in conformance with the Manual on Uniform Traffic Control Devices published by the Florida Department of Transportation.

C. The VILLAGE transfers to COUNTY the functions and duties described below regarding all signalized intersections and locations where flashers and school flashers are required.

- (1) Maintain, operate, modify and upgrade as necessary existing traffic signals, flashers, and school flashers
- (2) Install, remove, maintain and operate traffic signals, flashers and school flashers where warranted, as determined by the County Engineer
- (3) Prohibit or restrict traffic movements including left, right and U-turns.

-
- (4) Install and maintain traffic markings including crosswalks, safety zones and traffic lane striping
 - (5) Establish emergency and experimental regulations
 - (6) Install and maintain all signs and pavement markings on all approaches to signalized intersections that are necessary to facilitate proper intersection operation

D. It is specifically understood and agreed that all rights and powers as may be vested in the VILLAGE pursuant to Chapter 316 of the Florida Statutes or any other law or ordinance or Charter provision of the VILLAGE and not specifically transferred to COUNTY hereunder shall be retained by the VILLAGE. It is further understood and agreed that the VILLAGE is not transferring any of its traffic enforcement functions, rights, and duties by the execution of this Agreement including the posting and enforcement of no through truck signs, and the VILLAGE shall fully retain such traffic enforcement functions, rights, and enforcement of the VILLAGE traffic ordinances or state traffic statutes.

E. COUNTY agrees to coordinate with the VILLAGE

through the VILLAGE's Engineer in the implementation of the traffic control functions and duties outlined in paragraphs B and C above. This coordination will allow the VILLAGE to be kept informed of proposed traffic changes or additions and, in turn, provide background information to COUNTY.

F. The VILLAGE agrees to coordinate with COUNTY through the VILLAGE'S Engineering and Planning Departments the review of all developments which will generate any traffic impact of consequence on major roadways as required by countywide Palm Beach County, Traffic Performance Standards and the Palm Beach County Comprehensive Plan. The VILLAGE agrees to consider incorporation into development approvals where allowed as part of the development process, COUNTY'S recommendations concerning developer responsibility for the construction or modification of traffic control devices as well as the roadways in the area.

G. The VILLAGE agrees to be responsible for and to pay utility bills for all traffic control devices, including traffic signals, flashers, school flashers and streetlights located within the VILLAGE limits.

H. At the County Engineer's option, all the Village's Capital Construction Projects shall include the reconstruction and/or installation of traffic signals as part of the Village's Capital Construction costs. COUNTY will be responsible for the new signal design(s) and will determine with the VILLAGE the

most effective method of performing the reconstruction or installation.

I. COUNTY agrees to provide the financial support it deems necessary in its annual budget in order to carry out the terms and conditions of this Agreement subject to the availability of funds.

J. The VILLAGE agrees that COUNTY is the proper party to apply for and accept any State or Federal grants, loans, or other assistance which may become available to COUNTY by virtue of the transfer of those functions and duties from the VILLAGE to COUNTY as set forth in Paragraphs B and C above.

K. Subject to budgetary, financial, and policy considerations, COUNTY agrees to implement all reasonable written requests of the VILLAGE promulgated by Resolution of the Village Council for the installation, retention, or removal of traffic control devices included as part of this Agreement and further agrees to consider all reasonable requests of the VILLAGE with regard to any of the duties and functions specified in Paragraphs B and C above, as long as such requests are in accord with the Manual on Uniform Traffic Control Devices For Streets and Highways and specifications of the Florida Department of Transportation and commonly accepted standards of traffic engineering.

L. In the event of any cancellation of this Agreement, the parties agree that the traffic signals shall remain at their respective locations subject to the following: signals originally owned or constructed by the COUNTY may be purchased by the VILLAGE upon notice to that effect from VILLAGE to COUNTY within sixty (60) days from date of cancellation. If the VILLAGE desires to retain these signals, it shall pay the COUNTY for the COUNTY'S original cost thereof, including installation charges, minus a depreciation factor of one-tenth (1/10) of the original cost per year to be deducted from such cost. In no event, however, shall the payment be less than thirty percent (30%) of the original cost of installation.

2. STREET MAINTENANCE

In order to provide for the orderly transition of maintenance responsibilities for the various public streets formerly owned and controlled by COUNTY, the VILLAGE and COUNTY agree to the following:

A. COUNTY will retain ownership and responsibility for Forest Hill Boulevard within the municipal boundaries of the VILLAGE.

B. The Interlocal Agreement adopted April 20, 1993 and designated as Resolution R93-536D for the maintenance of certain roadsides is hereby repealed effective March 28, 1996.

C. The staff of COUNTY Engineering and Public Works

Department will be available to advise and assist the VILLAGE's staff in utilization of the COUNTY'S various annual contracts as they pertain to local road maintenance services. The Village will reimburse the County for its reasonable expenses associated with performing these services.

E. Existing and future landscaping and irrigation on Forest Hill Boulevard shall be maintained by the VILLAGE under permit from COUNTY.

F. The COUNTY agrees to waive all potentially reimbursable expenses on the Wellington local road system from the effective date of this agreement until October 1, 1996 (approximately \$3,000).

3. OWNERSHIP, AND CONSTRUCTION RESPONSIBILITIES

A. The VILLAGE and COUNTY hereby acknowledge that by virtue of the VILLAGE's incorporation that all public roads within the municipal boundaries of the VILLAGE, with the exception of Forest Hill Boulevard are VILLAGE streets effective March 28, 1996.

B. COUNTY agrees to continue construction of roads contained in the County Five-Year Road Program as of March 28, 1996 and located within the municipal boundaries of the VILLAGE provided such roads remain on the Five-Year Road Program and subject to budgetary decisions and priorities established by

the Board of County Commissioners.

C. The Village and County agree that the construction of Greenview Shores Boulevard (Binks Forest Drive - South Shore Boulevard), Big Blue Trace (Southern Boulevard - South Shore Boulevard) and Binks Forest Drive (Southern Boulevard - Greenview Shores Boulevard) shall remain the construction responsibility of Palm Beach County and shall be expanded as the roads exceed the adopted levels of service and as requested by the Village Council and as such projects are programmed for construction in the County's Five Year Road Program.

IN WITNESS WHEREOF, PALM BEACH COUNTY, Florida, has caused this Interlocal Agreement to be executed by the Chair of its Board of County Commissioners and the seal of said Board to be affixed to and attested to by the Clerk of said Board, pursuant to authority granted by said Board; and the VILLAGE OF WELLINGTON, Florida, has caused this Interlocal Agreement to be executed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by the VILLAGE'S Clerk, the date and year first written above.

ATTEST:

By: Quilda Rodriguez
Village Clerk

Village of Wellington
by its Village Council

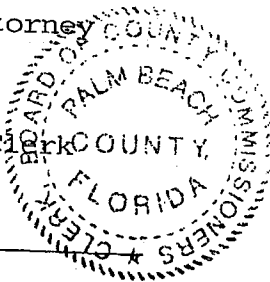
By: [Signature]
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Village Attorney

ATTEST:
DOROTHY H. WILKEN, Clerk

By: S. Wright
Deputy Clerk



PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

By: [Signature]
Chair

DEC 17 1996

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

R96 2032D

Certificate Holder GEORGE WEBB PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 301 N OLIVE GOVERNMENTAL CENTER WEST PALM BEACH FL 33401	<table border="0"> <tr> <td style="width: 30%;">Administrator</td> <td style="width: 30%;">Issue Date</td> <td style="width: 40%; text-align: right;">12/10/96 NT</td> </tr> <tr> <td colspan="3"> Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065 </td> </tr> </table>	Administrator	Issue Date	12/10/96 NT	Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065		
Administrator	Issue Date	12/10/96 NT					
Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065							

COVERAGES
 THIS IS TO CERTIFY THAT COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

COVERAGES PROVIDED BY: **FLORIDA MUNICIPAL SELF INSURERS FUND**

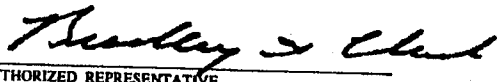
TYPE OF POLICY	AGREEMENT NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY
WORKERS' COMPENSATION	FMIT 1	10/1/96	9/30/97	Statutory
EMPLOYER'S LIABILITY				\$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease

OTHER

DESCRIPTION OF OPERATIONS

RE: Engineering Services Agreement.
 The certificate holder is added as additional insured as respects the member's liability regarding the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENTS ABOVE.

DESIGNATED MEMBER KEITH STAHLEY VILLAGE OF WELLINGTON 14000 GREENBRIAR BOULEVARD WELLINGTON FL 33414	CANCELLATION SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES. <div style="text-align: center;">  AUTHORIZED REPRESENTATIVE </div>
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