

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** September 12, 2006 ☒ **Consent** ☐ **Regular**  
☐ **Workshop** ☐ **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Streetscape Section

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

- A. A Financial Assistance Agreement with United Civic Organization, Inc. (UCO) to provide reimbursement funding not to exceed \$50,000.
- B. A Budget Transfer of \$50,000 in the Transportation Improvement Fund from Reserve for District 2 to Okeechobee Boulevard for beautification on UCO property within 25 feet of and visible from Okeechobee Boulevard.

**Summary:** This Agreement provides funding to reimburse UCO up to a maximum of \$50,000 of the cost to install beautification on UCO property within 25 feet of and visible from Okeechobee Boulevard, from 500 feet west of Haverhill Road to a point approximately 2000 feet west of Haverhill Road. UCO will be responsible for the perpetual maintenance of these improvements.

**District:** 2 (ME)

**Background and Justification:** This project is deemed to be an eligible project that will enhance the appearance of this public thoroughfare roadway and the District 2 Commissioner has agreed to the use of District 2 Reserves for this purpose.

**Attachments:**


1. Location Sketch.
  2. Insurance Certificate.
  3. Commissioner Authorization.
  4. Agreements (2).
  5. Budget Transfer.
- 

**Recommended By:**

  
Division Director

8/14/06  
Date

**Approved By:**

  
County Engineer

8/21/06  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2006	2007	2008	2009	2010
Grant Expenditures	<u>\$50,000</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>\$50,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X .  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

Transportation Improvement Fund  
Reserves for District 2  
UCO-Okeechobee Blvd/500' W of Haverhill to 2000' W of Haverhill

C. Departmental Fiscal Review: R.D. Ward 8/10/06

## III. REVIEW COMMENTS

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

John D. ... 8.23.06  
OFMB  
8/23/06  
8/22/06

John J. Jacoby 8/24/06  
Contract Dev. and Control  
8/24/06

### B. Approved as to Form and Legal Sufficiency:

Paul F. ... 8/28/06  
Assistant County Attorney

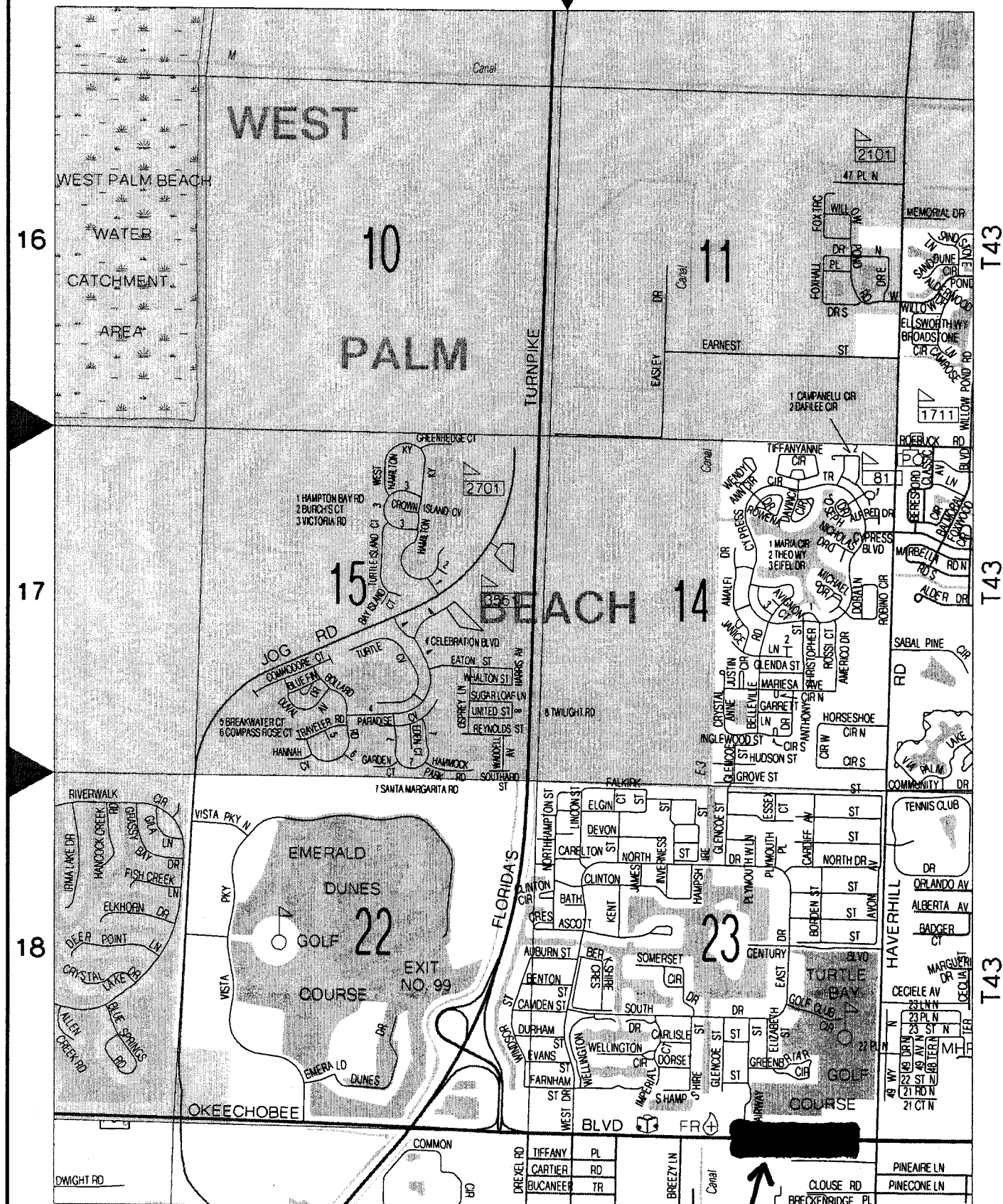
This Contract complies with our  
contract review requirements.

### C. Other Department Review:

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

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

G



PROJECT LOCATION

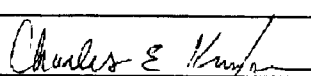
## LOCATION SKETCH

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID KS UNITE13	DATE (MM/DD/YYYY) 08/09/06
<b>PRODUCER</b>  The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens FL 33410 Phone: 561-630-4955 Fax: 561-630-4966		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 POLICIES BELOW.	
<b>INSURED</b>  United Civic Organization, Inc 24 Camden "A" West Palm Beach FL 33417		<b>INSURERS AFFORDING COVERAGE</b> INSURER A Philadelphia Ins. Companies INSURER B INSURER C INSURER D INSURER E	<b>NAIC #</b> 18058

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	PHPK152572	01/01/06	01/01/07	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATI-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							

<b>CERTIFICATE HOLDER</b>  PALM-01  Palm Beach County Building & Zoning M.B. Herteo-Stret Section 345 S. Congress Avenue Delray Beach FL 33444	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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**From:** Kim Ciklin  
**To:** Andrew Hertel  
**Date:** 4/20/2006 3:59:45 PM  
**Subject:** Century Village/Okeechobee Buffer

Commissioner Koons has reviewed the probable costs estimate and plans and would like to proceed. This will serve as his authorization to undertake the transfer of \$50,000 from the District 2 Transportation Improvement Fund to reimburse costs associated with the construction of the buffer enhancement project.

Kim Ciklin  
Senior Administrative Assistant  
to Commissioner Jeff Koons  
(561) 355-4966

**CC:** Harvey Phillips; Robert Ward

**AGREEMENT WITH UNITED CIVIC ORGANIZATION, INC., FOR MAINTENANCE OF  
BEAUTIFICATION ALONG OKEECHOBEE BOULEVARD**

**THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006, by and between UNITED CIVIC ORGANIZATION, INC., a not-  
for-profit corporation of the State of Florida, hereinafter "UCO", and PALM BEACH  
COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".**

**W I T N E S S E T H:**

**WHEREAS, as requested by UCO, COUNTY wishes to install beautification on  
UCO's property along (within 25 feet of, and visible from) Okeechobee Boulevard,  
from a point approximately 500 feet west of Haverhill Road to a point approximately  
2,000 feet west of Haverhill Road (an approximate distance of 1,500 feet), hereinafter  
"IMPROVEMENTS"; and**

**WHEREAS, COUNTY believes that the IMPROVEMENTS serve a public  
purpose in the enhancement of the appearance of the right of way of Okeechobee  
Boulevard and wishes to install the IMPROVEMENTS utilizing funding from  
Commission District 2 Discretionary Funds for Improvements, in an amount not to  
exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) ; and**

**WHEREAS, after installation, UCO will be responsible for the perpetual  
maintenance of the IMPROVEMENTS; and**

**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 are incorporated herein.**
- 2. COUNTY agrees to install the IMPROVEMENTS substantially in  
accordance with the design prepared by COUNTY.**
- 3. UCO agrees to be responsible for the perpetual maintenance of the  
IMPROVEMENTS following their installation and shall be solely responsible for  
obtaining and complying with all necessary permits, approvals, and authorizations  
from any federal, state, regional, or COUNTY agency which are required for the  
subsequent maintenance of the IMPROVEMENTS.**

1           4.     UCO recognizes that it is an independent contractor, and not an agent  
2 or servant of COUNTY or its Board of County Commissioners. In the event a claim or  
3 lawsuit is brought against COUNTY, its officers, employees, servants or agents,  
4 relating to the IMPROVEMENTS or any item which is the responsibility of UCO, UCO  
5 hereby agrees to indemnify, save and hold harmless COUNTY, its officers,  
6 employees, servants or agents, and to defend said persons from any such claims,  
7 liabilities, causes of action and judgments of any type whatsoever arising out of or  
8 relating to the existence of the IMPROVEMENTS or the performance by UCO as may  
9 relate to this Agreement. UCO agrees to pay all costs, attorney's fees and expenses  
10 incurred by COUNTY, its officers, employees, servants or agents in connection with  
11 such claims, liabilities or suits except as may be incurred due to the negligence of  
12 COUNTY.

13           5.     UCO shall, at all times during the term of this Agreement (the  
14 installation and existence of the IMPROVEMENTS), maintain in force its status as an  
15 insured corporation, and shall provide evidence of this insurance prior to COUNTY's  
16 execution of this Agreement.

17           6.     As provided in F.S. 287.132-133, by entering into this Agreement or  
18 performing any work in furtherance hereof, UCO certifies that its affiliates, suppliers,  
19 sub-contractors, and consultants who perform work hereunder, have not been  
20 placed on the convicted vendor list maintained by the State of Florida Department of  
21 Management Services within 36 months immediately preceding the date hereof. This  
22 notice is required by F.S. 287.133(3)(a).

23           7.     UCO shall require each contractor engaged by UCO for work associated  
24 with this Agreement to maintain:

25               a. Workers' Compensation coverage in accordance with Florida  
26 Statutes, and;

27               b. Commercial General Liability coverage, including vehicle coverage,  
28 in combined single limits of not less than ONE MILLION AND 00/100  
29 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage  
30 as an additional insured.

1           8.     In the event of termination, UCO shall not be relieved of liability to  
2     COUNTY for damages sustained by COUNTY by virtue of any breach of the contract  
3     by UCO. In the event UCO elects to discontinue its maintenance obligation for the  
4     IMPROVEMENTS under this Agreement, UCO shall remove all IMPROVEMENTS and  
5     restore sod to a condition acceptable to the County Engineer. In the event UCO fails  
6     to restore the area of the IMPROVEMENTS to a condition acceptable to the County  
7     Engineer, COUNTY shall have the right, but not the obligation to undertake such  
8     restoration. UCO agrees to give COUNTY the right to access UCO's property as  
9     needed for COUNTY to undertake such restoration. UCO shall be liable for the costs  
10    of such restoration, as well as for all costs incurred by COUNTY related to the  
11    installation of the IMPROVEMENTS.

12           9.     COUNTY and UCO agree that no person shall, on the grounds of race,  
13    color, national origin, sexual orientation, religion or creed, sex, age, or handicap be  
14    discriminated against in performance of the Agreement.

15           10.    COUNTY may, at COUNTY's discretion and for the duration of  
16    IMPROVEMENTS, install signs within the public property or easement, notifying the  
17    public that the IMPROVEMENTS were funded with COUNTY dollars.

18           11.    In the event that any section, paragraph, sentence, clause, or provision  
19    hereof is held invalid by a court of competent jurisdiction, such holding shall not  
20    affect the remaining portions of this Agreement and the same shall remain in full  
21    force and effect.

22           12.    All notices required to be given under this Agreement shall be in  
23    writing, and deemed sufficient to each party when sent by United States Mail,  
24    postage prepaid, to the following:

25                   AS TO COUNTY

26                   Manager, Streetscape Section  
27                   Palm Beach County Department of  
28                   Engineering and Public Works  
29                   Post Office Box 21229  
30                   West Palm Beach, Florida 33416-1229  
31  
32  
33  
34



**AS TO UCO**

**President, United Civic Organization, Inc.  
24 Camden A  
West Palm Beach, FL 33417**

**13. 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 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 or hereafter 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.**

**14. 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.**

**15. 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.**

**16. Each party agrees to abide by all laws, orders, rules and regulations and UCO will comply with all applicable governmental landscaping codes in the maintenance and replacement of the IMPROVEMENTS.**

**17. 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 (or parties). Nothing contained herein shall be construed as a waiver by COUNTY, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.**

**18. UCO shall promptly notify COUNTY 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.**

1           **19. The parties expressly covenant and agree that in the event any of the**  
2 **parties is in default of its obligations under this Agreement, the parties not in default**  
3 **shall provide to the defaulting party thirty (30) days written notice before exercising**  
4 **any of their rights.**

5           **20. The preparation of this Agreement has been a joint effort of the parties,**  
6 **and the resulting document shall not, solely as a matter of judicial constraint, be**  
7 **construed more severely against one of the parties than the other.**

8           **21. UCO has the legal authority to enter into this Agreement, and to perform**  
9 **the obligations contained herein.**

10           **22. This Agreement represents the entire understanding among the parties,**  
11 **and supersedes all other negotiations, representations, or agreements, either written**  
12 **or oral, relating to this Agreement.**

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

15           **24. This Agreement shall take affect upon execution and the effective date**  
16 **shall be the date of execution.**

17  
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22                           **INTENTIONALLY LEFT BLANK**  
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IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

UNITED CIVIC ORGANIZATION, INC.

(UCO SEAL)

UCO

BY ITS BOARD OF DIRECTORS

ATTEST:

By: Betty Lapidus, R. M. M.  
UCO SECRETARY

By: George Loebner  
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
TONY MASILOTTI, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: J. McDonnell

2006- \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX080106-1917

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/01/06	REMAINING BALANCE
<u>UCO-OKEE BLVD/500' W OF HAV-2000' W OF HAV</u>								
3500-368-1221-8201	Contributions-Non-Govtl Agency	0	0	50,000	0	50,000	0	50,000
<u>RESERVE FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	2,433,820	1,285,820	<u>0</u>	<u>50,000</u>	1,235,820		
				50,000	50,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 09/12/06

Engineering & Public Works

R. J. Ward

8/1/06

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners