

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

3-P-1

Meeting Date: 10/17/06

☒ [X]  
☐ [ ]

Consent  
Workshop

☐ [ ]  
☐ [ ]

Regular  
Public Hearing

Department:

Submitted By: Cooperative Extension Service

Submitted For:

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: (A) Grant agreement with Performance Packaging, LLC. for an amount not to exceed \$261,093 for a sweet corn and green bean processing facility and (B) a budget transfer of \$1,139,114 from the reserve operating to establish the non-governmental agencies budget within the Ag Reserve Fund.

**Summary:** On August 15, 2006 the Board of County Commissioners (BCC) approved grant funding to four (4) value adding agricultural projects, including Performance Packaging, LLC. This grant agreement requires Performance Packaging, LLC. to create 60 full-time jobs and expenditures of \$2,109,328 in capital investment. District 6 (AH)

**Background and Justification:** Performance Packaging, LLC is a new limited liability corporation located in South Bay, Florida. The facility will operate on a year round basis and is directed at processing and packaging fresh sweet corn and green beans at the current Hugh Branch packing facility in South Bay. This production is currently being marketed as wholesale produce. On April 7, 2005 the Agricultural Enhancement Council met with the applicants, reviewed the proposal, and voted to support the applicants' request due to (1) job creation, (2) the favorable economic impact of the project to the area, and (3) the financial commitment of the applicants toward the project. On August 15, 2006, the BCC approved grant funding for Performance Packaging, LLC.

**Attachments:**

1. Grant Agreement
2. Original Request
3. Letter of Recommendation; Agricultural Enhancement Council
4. Budget Transfer

Recommended By: Audrey R. Norman

Department Director

10/4/2006  
Date

Approved By: B. J. Allen

Assistant County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures					
Operating Costs	<u>\$261,093</u>				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$261,093</u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					


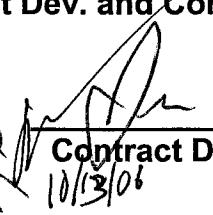
Is Item Included in Current Budget? Yes ☐ No ☒  
 Budget Account No.: Fund 1222 Dept. 310 Unit 1700 Object 8201  
 Program \_\_\_\_\_

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

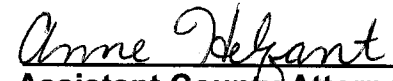
### C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

 10-12-06  
 OFMB/Budget  
 10/13/06  
 Contract Development and Control

### B. Legal Sufficiency:

  
 Assistant County Attorney  
 at the time of legal review,  
 auto insurance was missing

This Contract complies with our  
contract review requirements.

At the time of COCS  
review, there was no  
documentation for auto  
liability insurance.

### C. Other Department Review:

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

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

**PALM BEACH COUNTY  
AGRICULTURAL ECONOMIC DEVELOPMENT**

**GRANT AGREEMENT**

**THIS AGREEMENT** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and Performance Packaging, LLC, a corporation authorized to do business in the State of Florida, (Federal I.D. Number 56-2501548), having its principal address at 310 N U.S. Highway 27, South Bay, Fl 33493, hereinafter referred to as GRANTEE.

**WITNESSETH:**

**WHEREAS**, it is the policy of the COUNTY to stimulate and encourage the agricultural economic growth in Palm Beach County; and

**WHEREAS**, the Board of County Commissioners has determined that providing assistance and support to agriculture is essential to a stronger, more balanced, and stable economy in Palm Beach County; and

**WHEREAS**, GRANTEE desires to provide assistance and support by participating in the agricultural revitalization of a development region within County's geographic boundaries; and

**WHEREAS**, the creation of new full time employment opportunities for residents of Palm Beach County will occur due to GRANTEE's participation in the agricultural revitalization; and

**WHEREAS**, the Board of County Commissioners has determined that GRANTEE is best able to provide such assistance and support, as set forth by the terms of this Agreement; and

**WHEREAS**, the Board of County Commissioners has determined that it is in the public's best interests to award a grant to the GRANTEE pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

**I. RECITALS**

The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein.

**II. TERM**

This Agreement shall commence upon execution by the parties hereto and remain in full force and effect until February 28, 2012.

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

**A. Agricultural Activities.** GRANTEE shall cause that the agricultural revitalization activities contemplated by this Agreement will be completed in accordance with the terms of this Agreement. GRANTEE agrees that it shall be solely liable to COUNTY for performance under this Agreement, and that, in the event of default, GRANTEE shall, as more specifically set forth hereinafter, refund to COUNTY the Grant Award.

**B. Grant Award.** GRANTEE shall create 60 new jobs, as a direct result of the activities set forth in Exhibit A to this Agreement, in Palm Beach County within twenty-four (24) months subsequent to the Effective Date of this Agreement. GRANTEE shall expend at least Two Million One Hundred and Nine Thousand Three Hundred and Twenty-Eight Dollars (\$2,109,328) in total capital costs. The total grant award shall not exceed Two Hundred Sixty One Thousand and Ninety Three Dollars (\$261,093). In the event the GRANTEE fails to create or maintain each new job for at least thirty-eight (38) months after job creation, or cause to be created, all of the aforementioned jobs and capital investment requirements, GRANTEE shall refund to COUNTY Four Thousand Dollars (\$4,000) per job, multiplied by the number of positions not created plus one percent (1%) of the capital costs mentioned above not expended. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created in Palm Beach County. Such evidence must be provided within thirty-eight (38) months subsequent to the Effective Date of this Agreement. For the purposes hereof, a full-time job shall mean employment for a minimum of 2080 hours per year, paying a salary equal to or better than the minimum wage as determined by the Department of Labor. For the purposes of this Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Department of Labor and Employment Security definitions, paid to employees. For the purposes of this agreement, the term capital investment means all eligible expenses under Exhibit B of this contract. For the purposes of this Agreement, all newly created jobs cannot include transfer workers of the GRANTEE that are identified on the payroll of an existing GRANTEE facility that is located in Palm Beach County prior to the commencement date of this Agreement.

**C. Verification of Terms and Conditions.** As a further condition to creating any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Agreement, or caused the same to be satisfied. GRANTEE may provide to COUNTY this verification at any time following satisfaction of such terms and conditions, but not later than the expiration of the thirty-eighth (38th) month subsequent to the Effective Date of this Agreement. In the event GRANTEE fails to create the required jobs or meet the capital investment requirements, or provide the aforementioned verification within the permitted times, GRANTEE shall refund to COUNTY that portion of the grant award paid by COUNTY to GRANTEE for each job not created or verified, or capital investment requirement not expended.

**D. Material Change of Circumstances.** GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on Exhibit A hereto. For the purposes hereof, material change of circumstances shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Agreement.

#### **IV. PAYMENT PROCEDURES, CONDITIONS**

**A. Reimbursement of Eligible Expenses.** Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award not to exceed Two Hundred Sixty One Thousand and Ninety Three Dollars \$261,093 (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Agreement in reimbursement of expenses related directly to the work as set forth on Exhibit A, for the eligible types of expenditures which are identified on Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:

1. Incurred after January 1, 2005.
2. Incurred not more than twenty-four (24) calendar months subsequent to the Effective Date of the Agreement.

**B. Proper Documentation of Expenses.** Requests for payment of Eligible Expenses incurred after the Effective Date of this Agreement shall be submitted to COUNTY, and shall be accompanied by proper documentation as determined by COUNTY in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation.

**C. Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration of the twenty-sixth (26th) calendar month following the Effective Date of this Agreement. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration of the twenty-sixth (26th) calendar month following the Effective Date of this Agreement, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.

**D. Failure to Comply.** If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.

**E. Repayment of Funds.** The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Agreement. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen funds.

**F. Termination of Agreement.** Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County, within ninety (90) days of the COUNTY's demand therefore.

**G. Remedy and Rights.** Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the GRANTEE fails to comply with the terms of this Agreement.

## **V. COUNTY'S DEFAULT**

**A. Nature of Default Notice.** In the event that the County fails to comply with the terms of this Agreement, then GRANTOR shall provide the County with notice detailing the nature of the default, whereupon County shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.

**B. Fail to Cure Default.** In the event that the County fails to cure the default, GRANTEE shall have the right to terminate this Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

## **VI. REPORTING REQUIREMENTS**

Commencing six (6) months following the Effective Date of this Agreement, GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY. These reports shall be submitted no later than thirty (30) days following completion of each reporting period. The final semi-annual report shall be submitted to the COUNTY no later than the thirty-eighth (38th) month following the Effective Date of this Agreement. All grant payments made pursuant to this Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Agreement and demand a refund of the Grant Award.

## **VII. MAXIMUM GRANT AMOUNT**

In no event shall the reimbursements made to GRANTEE pursuant to this Agreement exceed the maximum total Grant Award of Two Hundred Sixty One Thousand Ninety Three Dollars (\$261,093).

## **VIII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS**

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the County Internal Auditor, at any time the County deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be submitted to the COUNTY if requested.

## **IX. PERFORMANCE**

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any other of the COUNTY'S rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## **X. INDEMNIFICATION**

The GRANTEE agrees to protect, defend, reimburse, indemnify and hold the COUNTY, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character, imposed against or incurred by COUNTY, which arise out of this Agreement. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the COUNTY in support of this obligation in accordance with the laws of the State of Florida. GRANTEE'S aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in section 768.25, Florida Statutes, be altered or waived due to the foregoing indemnification. This paragraph shall survive the expiration or termination of the Agreement.

## **XI. GRANTEE INSURANCE REQUIREMENTS:**

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Agreement insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under the Agreement.

**A. Commercial General Liability.** GRANTEE shall agree to maintain Commercial General Liability at a limit of liability not less than **\$500,000** per occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by COUNTY'S Risk Management Department.

**B. Business Automobile Liability.** GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per occurrence for all owned, non-owned and hired automobiles. In the event GRANTEE doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of

endorsement to the Commercial General Liability, or separate Business Auto coverage form.

C. **Worker's Compensation Insurance & Employers Liability.** GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

D. **Additional Insured.** GRANTEE shall agree to endorse the COUNTY as an Additional Insured with CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read Palm Beach County Board of County Commissioners.

E. **Certificate(s) of Insurance.** Immediately following notification of the award of this Agreement, GRANTEE shall agree to deliver to COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Agreement have been obtained and are in full force and effect. The certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate Holder shall be

Palm Beach County  
Office of Agricultural Economic Development  
559 N Military Trail  
West Palm Beach, Florida 33415

F. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the Office of Agricultural Economic Development, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

## **XII. AVAILABILITY OF FUNDS**

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for such purpose by the Board of County Commissioners.

## **XIII. REMEDIES**

The remedies herein conferred are not intended to be exclusive of any other remedies.

## **XIV. CIVIL RIGHTS COMPLIANCE**

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation and warrants and represents 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.

## **XV. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **XVI. ENTIRE AGREEMENT**

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement

between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **XVII. CONSTRUCTION**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

#### **XVIII. SURVIVAL**

The party's warranties, agreements, covenants and representations set forth in this Agreement shall survive the expiration or termination of this Agreement.

#### **XIX. ASSIGNMENT**

GRANTEE may or may not assign this Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

#### **XX. GOVERNING LAW & VENUE**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **XXI. BINDING EFFECT**

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

#### **XXII. EFFECTIVE DATE OF AGREEMENT**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

#### **XXIII. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

#### **XXIV. WAIVER**

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **XXV. NOTICE**

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if

mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Arthur Kirstein, IV  
Agricultural Economic Development Coordinator.  
Cooperative Extension Service  
559 N Military Trail  
West Palm Beach, Florida 33415  
561.233.1715

and if sent to the GRANTEE shall be mailed to:

Mr. Paul Allen  
Performance Packaging, LLC  
310 N. U.S. Highway 27  
South Bay, Fl 33493

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

(Remainder of this page was left blank intentionally)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

ATTEST:

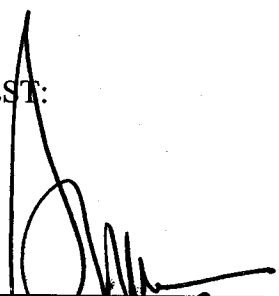
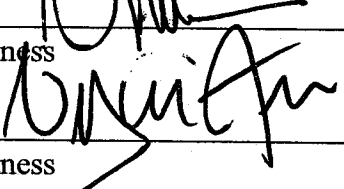
SHARON R. BOCK,  
Clerk & Comptroller

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

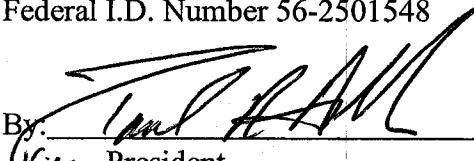
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

ATTEST:

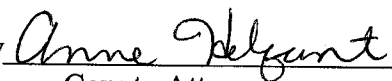
  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

Performance Packaging, LLC  
Federal I.D. Number 56-2501548

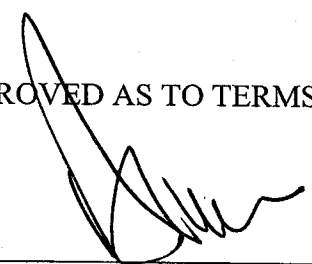

By:   
\_\_\_\_\_  
Vice President

Date: 9/28/06

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND CONDITIONS

  
BY: \_\_\_\_\_  
 Audrey R. Norman  
Department Director

## EXHIBIT A

### PROJECT DESCRIPTION AND GRANT UTILIZATION

**Project:** Performance Packaging, LLC (Federal I.D. Number 56-2501548) is a limited liability corporation with three major Everglades Agricultural area corn and green bean growers. Owners and their participation include R.C. Hatton, Inc., partnership management and 50% ownership; Pope Farms, 25% ownership; Hugh Branch, Inc. 25% ownership. These individual organizations have a total of over 150 years of vegetable growing experience in Palm Beach County. Project directed at processing and packaging fresh sweet corn and green beans at the current Hugh Branch packing facility in South Bay. This production is currently being marketed as wholesale produce. This new facility will operate on a year around basis. It will create 60 new full-time jobs. As part of the project, improvements valued at \$400,000 will be incurred on the facility in South Bay. The estimated total cost of the project is \$2,109,328.

#### FIXED EXPENSES LIST:

##### DESCRIPTION:

Matrix Pro Series Vertical Form-Fill-Seal Machine	1 unit	\$244,570.00
MicroBin Model Double Shuttle	1 unit	\$10,612.00
MicroBin Model 48-FV Seconds	1 unit	<u>\$5,911.00</u>
	<b>TOTAL</b>	<b>\$261,093.00</b>

##### Site Location:

310 N U.S. Highway 27  
South Bay, Fl 33493

##### Performance Goal:

Capital Investment: \$2,109,328  
Full-time jobs to be created: 60

##### Contact:

Mr. Paul Allen  
Performance Packaging, LLC  
310 N US Highway 27  
South Bay, Fl 33493

## **EXHIBIT B**

### **LIST OF ELIGIBLE EXPENSES**

1. Acquisition of real property.
2. Expansion of existing property.
3. Providing payment of impact fees.
4. Facade improvement programs.
5. Construction of new buildings.
6. Renovation of existing buildings.
7. Site development assistance.
8. Equipment.

## Performance Packaging Executive Summary

Performance Packaging LLC. will consist of three owners. R.C. Hatton Inc, Pope Farms, and Hugh Branch Inc. These companies have over 150 years of vegetable expertise in the glades. R.C. Hatton Inc. is the managing partner of Performance Packaging. Research on the production facility has been in process for many years and has encompassed many other states and countries. The process for the value added sweet corn and green beans will be using new state of the art equipment.

R.C. Hatton Inc, the managing partner of Performance Packaging, takes pride in providing a great working environment for its employees. Below is the mission statement of R.C. Hatton Inc.

### Mission Statement

*"Our mission is to produce and package the best product possible, while providing a safe, clean working environment for our highly valued employees."*

Performance Packaging will provide for 60 full time jobs once operations are at full capacity. At that time, Performance Packaging will be bringing over \$3,500,000 a year to the economy of the glades..

Operations of the facility will be in South Bay, and operating year around there. Certain times of the year product from other parts of the country will be shipped there for processing. Because R.C. Hatton Inc and Hugh Branch Inc. have resources in other parts of the country, this opportunity can become a reality. Performance Packaging will be supplying value added products to retail chains, and also will be venturing into the food service industry with the fresh products which is untapped by the industry.

<b>ACORD</b> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID MS MORNI-1	DATE (MM/DD/YYYY) 08/17/06
PRODUCER  Atlantic Pacific-Belle Glade P.O. Drawer 190 Belle Glade FL 33430 Phone: 561-996-5800 Fax: 561-996-7830		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.	
INSURED  Morningstar Harvesting Inc P.O. Box 220 Pahokee FL 33476		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: FCCI Insurance Co.	33472
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	001-WC04A-54595	11/23/05	11/23/06	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							

CERTIFICATE HOLDER		CANCELLATION
PBCOUNT		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.
PALM BEACH COUNTY 559 N. MILITARY TRAIL WEST PALM BEACH FL 33415		AUTHORIZED REPRESENTATIVE Eugene Badger

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

Atlantic Pacific-Belle Glade  
P.O. Drawer 190  
Belle Glade FL 33430  
Phone: 561-996-5800 Fax: 561-996-7830

INSURED

Performance Packaging LLC  
P. O. Box 2048  
Belle Glade FL 33430

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.

INSURERS AFFORDING COVERAGE

INSURER A: FCCI Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

NAIC #

33472

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	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY	CPP0005674	12/19/05	12/19/06	EACH OCCURRENCE \$ 1,000,000
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
			CLAIMS MADE				MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS COMPO/OP AGG \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				
			POLICY	PRO	JFCI	LOC	
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
			ANY AUTO				
			ALL OWNED AUTOS				
			SCHEDULED AUTOS				
			HIRED AUTOS				
			NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			ANY AUTO				OTHER THAN EA ACC \$
			EXCESS/UMBRELLA LIABILITY				AUTO ONLY AGG \$
			OCCUR				EACH OCCURRENCE \$
			CLAIMS MADE				AGGREGATE \$
			DEDUCTIBLE				\$
			RETENTION \$				\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: 1 OTHER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
			OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PALM BEACH COUNTY IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

PBCOUNT

PALM BEACH COUNTY  
559 N. MILITARY TRAIL  
WEST PALM BEACH FL 33415

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

Jeffrey A. Hooker, Inc.

© ACORD CORPORATION 1988

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID MS  
MORNI-1DATE (MM/DD/YYYY)  
10/11/06

## PRODUCER

Atlantic Pacific-Belle Glade  
P.O. Drawer 190  
Belle Glade FL 33430  
Phone: 561-996-5800 Fax: 561-996-7830

## INSURED

Morningstar Harvesting Inc  
P.O. Box 220  
Pahokee FL 33476

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.

## INSURERS AFFORDING COVERAGE

NAIC #  
33472

INSURER A: FCCI Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## 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
	<b>GENERAL LIABILITY</b>				
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE
	CLAIMS MADE				DAMAGE TO RENTED PREMISES (Per occurrence)
					MTD F&D (Any one person)
					PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE
	POLICY				PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>				
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)
	ALL OWNED AUTOS				BODILY INJURY (Per person)
	SCHEDULED AUTOS				BODILY INJURY (Per accident)
	HIRED AUTOS				PROPERTY DAMAGE (Per accident)
	NON OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				
	ANY AUTO				AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY - EA ACC
					AGG
	<b>EXCESS/UMBRELLA LIABILITY</b>				
	OCUR				EACH OCCURRENCE
	CLAIMS MADE				AGGREGATE
	DEDUCTIBLE				
	RETENTION				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	001-WC04A-54595	11/23/05	11/23/06	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATE - INJURY LIMIT
	If yes, describe under SPECIAL PROVISIONS below				FL EACH ACCIDENT \$1000000
	OTHER				FL DISEASE - EA EMPLOYEE \$1000000
					FL DISEASE - POLICY LIMIT \$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COVERAGE APPLIES TO ALL EMPLOYEES FURNISHED BY MORNINGSTAR HARVESTING TO PERFORMANCE PACKAGING, LLC.

## CERTIFICATE HOLDER

PBCOUNT

PALM BEACH COUNTY  
559 N. MILITARY TRAIL  
WEST PALM BEACH FL 33415

## CANCELLATION

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

Eugene Badger

*Performance Packaging, LLC*

Quality Packaged Vegetables

310 N. U.S. Highway 27

South Bay, FL 33493

561-924-2455

August 17, 2006

To: Arthur Kirstein, IV

From: Performance Packaging

Mr. Kirstein,

Performance Packaging does not own any vehicles. The Federal Identification number for Performance Packaging is 56-2501548.



Paul Allen

Manager

Performance Packaging

-07-0037

07

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

FUND 1222

BGEX 310 \* 112-1

Page 1 of 1 pages

ATTACHMENT 4

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
FROM:								
1222-820-9920-9902	Operating Reserves	4,939,527	1,639,527		1,139,114	500,413		
TO:								
1222-310-1700-8201	Contributions to Non Government Agencies	0	0	1,139,114		1,139,114	0	1,139,114
				1,139,114	1,139,114			

County Cooperative  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures  
Audrey R. Norman  
County Extension Director  
Date  
10/11/2006

By Board of County Commissioners  
At Meeting of 10/17/06  
Deputy Clerk to the Court