

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing
Department:

Submitted By: Cooperative Extension Service

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Grant agreement with Oceanside GreenMarket, Inc. for an amount not to exceed \$10,000 as start-up funding for a new seasonal farmers' market located in Lake Worth Beach.

Summary: Oceanside GreenMarket, Inc. is a newly established Florida corporation located in Lake Worth, Florida. Oceanside Greenmarket will operate a seasonal GreenMarket at Lake Worth Beach and will provide retail outlets for over 40 small growers and businesses from October through May. This Agreement will help assist Oceanside GreenMarket with start-up funding to operate a GreenMarket in Lake Worth Beach. District 3 & 7 (AH)

Background and Justification: Palm Beach County's GreenMarkets have been, for over 10 years, one of the major programs of the Office of Agricultural Economic Development and the Agricultural Enhancement Council. With markets in West Palm Beach, Delray Beach, Boca Raton, Palm Beach Gardens, and Wellington, the estimated attendance during the 2005-06 season was over 180,000 with more than 150 vendors participating. This Agreement will help assist Oceanside GreenMarket with start-up funding to operate a GreenMarket in Lake Worth Beach, which will help increase the 2006-07 season.

Attachments:

1. Grant Agreement
 2. Oceanside Greenmarket, Inc. Request
 3. Staff Letter of Recommendation
 4. Certificate of Liability Insurance
-

Recommended By: Audrey R. Norman 1/3/2007
Department Director Date

Approved By: [Signature] _____
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>\$10,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$10,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Dept. 310 Unit 1700 Object 3401
 Program

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

Agricultural Economic Development Program

C. Departmental Fiscal Review:

Jean N. McElree

III. REVIEW COMMENTS

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

BN 1/11/07 1-17-07
OFMB/Budget

Dr. J. Jacobs 1/24/07
Contract Development and Control
1/24/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgent 1/25/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND OCEANSIDE GREENMARKET
INC., FOR THE GREENMARKET IN LAKE WORTH BEACH**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Oceanside Greenmarket, Inc., a corporation authorized to do business in the State of Florida, whose Federal I.D. Number is 56-2607295, having its principal address at 506 North Palmway, Lake Worth, Florida, 33460, hereinafter referred to as "Oceanside"

W I T N E S S E T H:

WHEREAS, the County has an interest in the economic and cultural benefits in the establishment of a seasonal farmers market within the boundaries of the County; and

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

WHEREAS, Oceanside is in its first year of operating a Greenmarket in the City of Lake Worth; and

WHEREAS, the goals for the GreenMarket include creating a venue for the sale of locally grown agricultural products, food products, plants, and other products appropriate to a GreenMarket; and

WHEREAS, Oceanside's GreenMarket will operate from October through May each season; and

WHEREAS, the Cooperative Extension Service Department assists GreenMarkets within Palm Beach County with startup funds through its Agricultural Economic Development Program; and

WHEREAS, County desires to provide funding to Oceanside for the GreenMarket in Lake Worth Beach, in an amount not to exceed Ten Thousand Dollars (\$10,000) for start-up funding and cooperative administrative assistance for Oceanside to fully establish a seasonal retail farmers' market within the municipal boundaries of the City of Lake Worth; and

WHEREAS, funding for the GreenMarket in an amount not to exceed Ten Thousand Dollars (\$10,000) is available from the Agricultural Economic Development Program funds; and

WHEREAS, GreenMarkets serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. The above recitals are true and correct and are incorporated herein.

2. The term of this Agreement shall be for twenty-four (24) months, commencing upon the date of execution of this Agreement by both parties.

3. County shall fund an amount not to exceed Ten Thousand Dollars (\$10,000) on a reimbursement basis to Oceanside to help offset costs for the establishment and operation of the Oceanside Green Market, as specifically set forth in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "GreenMarket)". This funding shall be subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

4. Oceanside shall name the GreenMarket "Oceanside GreenMarket at Lake Worth Beach."

5. County will use its best efforts to provide said funds to Oceanside on a reimbursement basis within forty-five (45) days of receipt of the following information:

(a.) A written statement from Oceanside that the GreenMarket has been started;
and

(b.) A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Oceanside. Said information shall list each invoice paid by Oceanside and shall include the vendor invoice number; invoice date; and the amount paid by Oceanside along with the number and date of the respective check for said payment. Oceanside shall attach a copy of each vendor invoice paid by Oceanside along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, Oceanside's Financial Officer shall certify the total funds spent by Oceanside on the GreenMarket and shall also certify that each vendor invoice as listed on the Contractual Services Purchases Schedule Form was paid by Oceanside as indicated.

(c.) Oceanside shall provide County any further documents deemed necessary by the County within seven (7) calendar days of request by County.

6. Invoices received from Oceanside, pursuant to paragraph 5 above, will be reviewed and approved by County's representative to verify services have been rendered in conformity with this Agreement before any reimbursement funds will be distributed to Oceanside.

7. Oceanside incurred expenses for the GreenMarket beginning on August 1, 2006. Those expenses incurred by Oceanside for the GreenMarket, subsequent to August 1, 2006 are eligible for reimbursement by County pursuant to the terms and conditions of this

Agreement.

8. The funds provided to Oceanside may be used as a match for other local, State or Federal grant programs, but Oceanside may not submit reimbursement requests for the same expenses to the County or other fund sources to receive duplicate reimbursement for the same expenses.

9. Oceanside warrants and represents that all of the employees and participants in the GreenMarket, are treated equally during employment, and for the provision of services without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

10. Oceanside shall be responsible for all costs of operation and maintenance of the GreenMarket.

11. The parties agree that, in the event Oceanside is in default of its obligations under this Agreement, the County shall provide Oceanside thirty (30) days written notice to cure the default. In the event Oceanside fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Oceanside for the GreenMarket deemed to be in default.

12. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County, with cause, upon expiration of the thirty (30) day cure period provided for in Section 11 above.

13. Oceanside shall provide its final reimbursement request(s) and final accounting data to County within twelve (12) months from the date of execution of this Agreement. Failure to submit completed reports within the specified time frame will result in a delay in payment and/or termination of this Agreement.

14. In the event Oceanside ceases to exist, or ceases or suspends the GreenMarket for any reason, any remaining unpaid portion of the Agreement shall be retained by County and County shall have no further obligation to honor reimbursement requests submitted by Oceanside. The determination that Oceanside has ceased or suspended the GreenMarket shall be made solely by County, and Oceanside agrees to be bound by County's determination.

15. Oceanside agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required

ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity conducted by Oceanside. Failure to comply may result in County's refusal to honor reimbursement requests for the GreenMarket.

16. County reserves the right to withhold reimbursement if the GreenMarket is not started and run through May 2007 as specified in Exhibit "A".

17. It is understood and agreed that Oceanside is merely a recipient of County funding. Oceanside is, and shall be, in the performance of all work, services, and activities under this Agreement an Independent Contractor and is not an agent, servant or employee of County or its Board of County Commissioners. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Oceanside's sole direction, supervision, and control. Oceanside shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Oceanside's relationship and relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

18. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Oceanside shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arriving out of or relating to any act or omission of Oceanside, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination or expiration of this Agreement.

19. Oceanside 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 Oceanside are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Oceanside under the Agreement.

A. Commercial General Liability. Oceanside shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** 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. Oceanside shall 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 Oceanside doesn't own any automobiles, the

Business Auto Liability requirement shall be amended allowing Oceanside 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. Oceanside shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

D. Additional Insured. Oceanside shall 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, Oceanside shall 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.

20. Upon request by County, Oceanside shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

21. Oceanside shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in the performance of this

Agreement for a period of not less than five (5) years after completion or termination of this Agreement. Upon advance notice to Oceanside, County shall have the right to inspect and audit said books, records, documents, and other evidence during normal business hours.

22. The County and Oceanside may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

23. 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.

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

25. Oceanside shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Oceanside further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

26. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Oceanside certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

27. This Agreement represents the entire Agreement between the parties and supercedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

29. Any notice given pursuant to the terms of this Agreement shall be in writing and

hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

AS TO THE COUNTY:

Aruthur Kistein, IV
Agricultural Economic Development Coordinator
Cooperative Extension Service
559 North Military Trail
West Palm Beach, Florida 33415

AS TO OCEANSIDE:

Mr. Peter Robinson
Oceanside Greenmarket, Inc.
506 North Palm Way
Lake Worth, FL 33460

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

31. The County and Oceanside each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor Oceanside shall assign, sublet, convey or transfer its interest in this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Oceanside.

32. Oceanside 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. Oceanside shall also be liable to reimburse County for any lost or stolen funds.

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

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

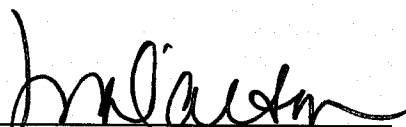
By: _____
Addie L. Greene, Chairperson

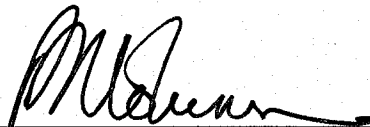
ATTEST:

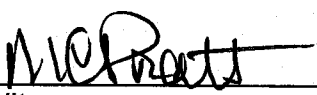
SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

Oceanside GreenMarket, Inc.


Witness

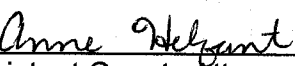
By: 
Peter Robinson
President


Witness

Date: _____ 11/3/07

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

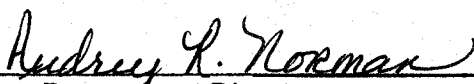
By: 
Department Director

EXHIBIT A

PROJECT DESCRIPTION AND GRANT UTILIZATION

Project: Oceanside Greenmarket, Inc. (Federal I.D. Number 56-2607295) is a Florida corporation organized to operate a seasonal retail farmers' market within the City of Lake Worth. Peter Robinson, the Greenmarket manager, has had 11 years of successful experience in managing the West Palm Beach GreenMarket. This Project is directed at providing a retail outlet to local growers and small businesses in the county. It will operate on Saturday mornings from October until May with approximately 40 vendors.

FIXED EXPENSES LIST:

DESCRIPTION:	
Promotional T-Shirts	\$ 1,500.00
Logo Design	\$ 2,000.00
Radio Advertising (NPR Radio)	\$ 2,700.00
Signage	\$ 1,165.11
Tent & Accessories Rental	\$ 1,223.08
Tables, Chairs, Umbrellas	\$ 390.00
Marketing and Promotion	\$ 821.81
Newsprint Layout	<u>\$ 200.00</u>
TOTAL	\$10,000.00

Site Location
Lake Worth Beach
Lake Worth, Florida

Contact:
Mr. Peter Robinson
Oceanside Greenmarket, Inc.
506 North Palmway
Lake Worth, Florida 33460



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator _____ Date _____

Financial Officer _____ Date _____

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By:

PBC Project Administrator Date

Department Director Date



Key Legend

C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Financial Officer

Date



Arthur Kirstein, IV
Agriculture Economic Development Coordinator
Palm Beach County Cooperative Extension Service
559 N. Military Trail
West Palm Beach, Fl.
33415

October 18, 2006

Dear Mr. Kirstein,

Your support and enthusiasm for the launch of the Oceanside Greenmarket at Lake Worth Beach is greatly appreciated. The list of local vendors was very strong and the attendance was much greater than anticipated. Many vendors had sold all their products by 11 a.m. on opening day.

The incorporated company of Oceanside Greenmarket at Lake Worth Beach Inc. has no employees.

There is no vehicle owned by the company.

The Federal Identification number is: 56.2607295

Attached are the expenditures for the launch of this market.

Yours truly,

A handwritten signature in black ink, appearing to read "Peter Robinson".

Peter Robinson
Founder & Executive Director

Attachment (2)



**County Cooperative
Extension Service**

559 North Military Trail
West Palm Beach, FL 33415-1311
(561) 233-1712
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Tony Masilotti, Chairman
Addie L. Greene, Vice Chairperson
Karen T. Marcus
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*



printed on recycled paper

30 November 2006

Ms. Addie L. Greene, Chairperson
Members of the Board of County Commissioners
Palm Beach County
301 N Olive
West Palm Beach, FL 33401

Dear Commissioner Greene:

On September 27, 2006, the Oceanside GreenMarket, Inc., a Florida corporation, requested grant assistance from this office for start-up funding for a new Greenmarket to be located in Lake Worth beach. As one of the main projects of this program for the last eleven years, the seasonal Palm Beach County GreenMarkets have continued to provide much needed retail outlets to small growers and businesses throughout various locations in the county. The Oceanside GreenMarket at Lake Worth Beach is projected to include over 40 vendors on its first year.

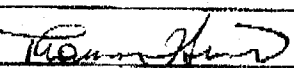
It is therefore the recommendation of the Office of Agricultural Economic Development to the Board of County Commissioners to consider approval of this grant.

Yours truly,

Arthur Kirstein IV
Coordinator
Office of Agricultural Economic Development

cc: Audrey Norman
file

Attachment (3)

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 10/19/06	
PRODUCER Global Insurance Services, Inc. 21301 Powerline Road, #211 Boca Raton, FL 33433 561-626-0952				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	
INSURED Oceansid Farmers Market at Lake Worth Beach, Inc. 506 North Palmway Lake Worth, FL 33460					
				INSURER A: Burlington Insurance Company	
				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 LTA	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	Binder # 061020-01	10/20/06	10/20/07	EACH OCCURRENCE \$ 1,000,000. FIRE DAMAGE (Any one fire) \$ 50,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate Holder is an Additional Insured.					
CERTIFICATE HOLDER Palm Beach County 559 North Military Trail West Palm Beach, FL 33415 Fax: 561-233-1768		ADDITIONAL INSURED; INSURER LETTER:		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 Thomas Hirsch, CIC 	
ACORD 25-S (7/97) © ACORD CORPORATION 1988					

Ernestine Jones - Re: Oceanside GreenMarket Insurance Issues

From: Dick Cohen
To: Ernestine Jones
Date: 1/24/2007 12:21 PM
Subject: Re: Oceanside GreenMarket Insurance
CC: Arthur Kirstein; Audrey Norman

GL only is acceptable for this contract

Dick Cohen, CPCU, CIC, ARM-P
Manager, P/L Insurance Division
Risk Management Department
Palm Beach County
160 Australian Ave., Ste 401
West Palm Beach, FL 33406
(P) 561-233-5432
(F) 561-233-5420

>>> Arthur Kirstein 1/24/2007 12:16 PM >>>

Dick:

As per our conversation, attached .pdf file of letter from Oceanside GreenMarket stating that the corporation has no employees and automobiles.

Arthur Kirstein IV
Office of Agricultural Economic Development
Palm Beach County Extension
561.233.1715