

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 Ray's Heritage, LLC. for an amount not to exceed \$360,000 for a new radish and green bean processing and packaging facility.

Summary: On August 15, 2006 the Board of County Commissioners (BCC) approved grant funding to four (4) value adding agricultural projects, including Ray's Heritage, LLC. This grant agreement requires Ray's Heritage, LLC create 65 full-time jobs and expenditures of \$10,000,000 in capital investment. District 6 (AH)

Background and Justification: Ray's Heritage, LLC is a limited liability corporation located in Belle Glade, Florida. This facility will operate on a year round basis and will process and package radishes and green beans. This production is currently being marketed as wholesale produce. On May 25, 2005 the Agricultural Enhancement Council met with the applicant, reviewed the proposal, and voted to support the applicant's 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 Ray's Heritage, LLC. A Grant Agreement is now being presented for approval.

Attachments:

1. Grant Agreement
2. Original Request
3. Letter of Recommendation. Agricultural Enhancement Council
4. Certificate of Liability Insurance

Recommended By: Audrey R. Norman 1/03/2007
 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>\$360,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$360,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No.: Fund 1222 Dept. 310 Unit 1700 Object 8201
 Program _____

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

Agricultural Reserve Lease Funds

C. Departmental Fiscal Review:

Jean N. McVee

III. REVIEW COMMENTS

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

GH 1/16/07 1-19-07
 OFMB/Budget
1-20-07

J. Jacob 1/24/07
 Contract Development and Control
J. Jones 1/24/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Helgert 1/25/07
 Assistant County Attorney

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 Ray's Heritage, LLC, a corporation authorized to do business in the State of Florida, (Federal I.D. Number 14-1917177), having its principal address at 27502 CR 880, Belle Glade, Fl 33430, 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 65 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 Ten Million Dollars (\$10,000,000) in total capital costs. The total grant award shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000). 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 purpose of this Agreement, the term capital investment means all eligible expenses under Exhibit B of this contract. For the purpose 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 Three Hundred Sixty Thousand Dollars \$360,000 (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, 2006.
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 GRANTEE 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 Three Hundred Sixty Thousand Dollars (\$360,000).

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 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 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 maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

D. Additional Insured. GRANTEE 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, GRANTEE 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, FL 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, FL 33415
561.233.1715

and if sent to the GRANTEE shall be mailed to:

Mr. Rick Roth
Ray's Heritage, LLC
PO Box 1300
Belle Glade, FL 33430

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

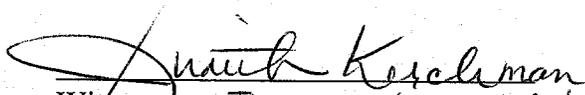
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS:

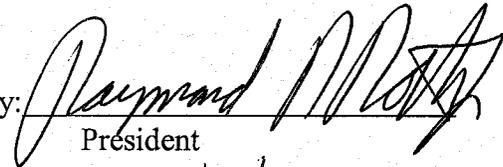
By: _____
Deputy Clerk

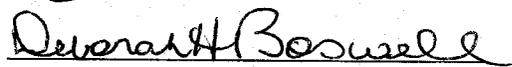
By: _____
Addie L. Greene, Chairperson

ATTEST:

Ray's Heritage, LLC
Federal I.D. Number 14-1917177

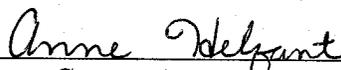

Witness JUDITH KIRSHMAN

By: 
President


Witness DEBORAH H. BOSWELL

Date: 12/1/06

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

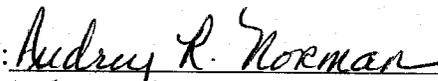
BY: 
Audrey R. Norman
Department Director

EXHIBIT A

PROJECT DESCRIPTION AND GRANT UTILIZATION

Project: Ray's Heritage, LLC (Federal I.D. Number 14-1917177) is a wholly-owned subsidiary of Roth Farms, Inc. Roth Farms, Inc. has been vegetable farming in the Everglades Agricultural Area for over 50 years. In over 5,000 acres they currently grow sugarcane, radishes, lettuce, specialty leaf, rice, sweet corn, green beans, and in-ground nursery stock. Ray's Heritage, LLC. project includes a 60,000 sq. ft. radish and green bean value-adding packaging packinghouse located in the Belle Glade Industrial Park. Total capital investment in the project is \$10,000,000 and will employ 14 full-time and 71 seasonal employees. This represents a total of 50 full-time jobs based on the 2,080 hrs/year criteria. The production that supplies this operation is currently being marketed as wholesale produce.

FIXED EXPENSES LIST:

DESCRIPTION:

Agri Machinery, Inc. Bean Packing Line	1 unit	<u>\$360,000.00</u>
	TOTAL	\$360,000.00

Site Location:

27502 CR 880
Belle Glade, Fl 33430

Performance Goal:

Capital Investment: \$10,000,000
Full-time jobs to be created: 50

Contact:

Mr. Rick Roth
Ray's Heritage, LLC.
P.O. Box 1300
Belle Glade, Fl 33430
561.996.2991

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.



ROTH FARMS, INC.

P.O. Box 1300

27502 County Road 880

Belle Glade, FL 33430

Phone: 561-996-2991 Fax: 561-996-8501

e-mail: rothhdq@aol.com

May 19, 2005

Mr. Arthur Kirstein
Cooperative Extension Service of Palm Beach County
531 North Military Trail
West Palm Beach, FL 33415

Dear Arthur:

The purpose of this letter is to request that I be put on the agenda for the May meeting of the Palm Beach County Ag Enhancement Council. At that time, I would like to present a proposal to the Council to assist Roth Farms, Inc. in applying for a \$1.9 million grant from the Palm Beach County Board of County Commissioners.

Roth Farms, Inc. is in the process of building a new state of the art Packinghouse in the Belle Glade Business Industrial Park. We plan to begin construction as soon as permits are ready. The anticipated start date is July 1, 2005. This new enterprise will be named Ray's Heritage, LLC, and will be solely owned by Roth Farms, Inc.

The concrete building itself is 60,000 square feet, and will include a radish packing operation, a green bean processing operation, 3 cold storage rooms, and a refrigerated loading dock. The total purchase price for the building, refrigeration, hydro-coolers, vacuum cooler, and processing equipment will exceed \$10 million.

Ray's Heritage will employ 14 full-time employees, plus 71 seasonal employees, working approximately 1500 hours over a 30 week period, November through May.

My father, Ray Roth, began vegetable farming in the 'Glades in 1949. He operated under the name W.D. Roth & Son until incorporating as Roth Farms, Inc. in 1962. I became president in 1986. Roth Farms, Inc. produces radishes, lettuce, leaf, sugar cane, sod, rice, field-grown nursery trees, sweet corn, and green beans on over 5,000 acres of land in the Everglades Agricultural Area. Roth Farms, Inc. has been recognized nationally as one of the top agriculture producers in the country.

Roth Farms, Inc. was one of the founding members of Sugar Cane Growers Cooperative of Florida (SCGC). I am on the board of directors of SCGC, Florida Fruit and Vegetable Association, and Florida Farm Bureau Federation (FFBF), and I currently am serving my third term as Vice-President of FFBF.

Sincerely,

Rick Roth
President
Roth Farms, Inc.



**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

6 June 2005

Mr. Tony Masilotti, Chairman
Members of the Board of County Commissioners
Palm Beach County
301 N Olive
West Palm Beach, FL 33401

Dear Commissioner Masilotti:

On May 25, 2005, the Palm Beach County Agricultural Enhancement Council voted, without a quorum in attendance, to recommend, based on the job-creation criteria, the required financial commitment of the business, and upon staff recommendation, grant assistance to Ray's Heritage, a new wholly-owned subsidiary of Roth Farms, Inc on their new packaging and processing facility to be located in the Belle Glade Industrial Park. This \$10million project represents 51 new full-time jobs to the area. The facility will be dedicated to packaging radishes and processing green beans grown in the Everglades Agricultural Area.

It is therefore the recommendation of the Council to the Board of County Commissioners to consider approval of this grant.

Yours truly,

A handwritten signature in black ink, appearing to read "James Blood".

James Blood
Chairman
Palm Beach County Agricultural Enhancement Council

cc: Audrey Norman
Arthur Kirstein, IV

file

"An Equal Opportunity
Affirmative Action Employer"



RAY'S HERITAGE LLC.

P.O. BOX 1300
27502 CR 880
BELLE GLADE, FL 33430
PHONE: 561-996-2991 FAX: 561-996-8501

November 3, 2006

Arthur Kirstein, IV
Agricultural Economic Dev. Coordinator
P.B. County Board of County Commissioners
Cooperative Extension Service
559 North Military Trail
West Palm Beach, Fl 33415

Mr. Kirstein:

Please be advised that Ray's Heritage LLC does not own any vehicles. Therefore the need for vehicle insurance coverage is not necessary.

Should you have any questions or concerns regarding the above, please contact Cindy Koon at the above telephone number.

Sincerely


Rick Roth
President

I

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: FCCI INSURANCE COMPANY
6300 UNIVERSITY PKWY
SARASOTA, FL 34240-8424

Carrier Number: 24570
Policy Number: 001-WC05A-55924
Prior Policy Number:

INFORMATION PAGE

1. The Insured: RAYS HERITAGE LLC

Mailing Address: PO Box 1300
BELLE GLADE, FL 33430

Business Status: Corporation

Risk ID Number:

FEIN Number: 141917177

Other workplaces not shown above:

SEE EXTENSION OF INFORMATION PAGE

2. The policy period is from 12/09/05 12:01 AM to 12/09/06 12:01 AM at the Insured's Mailing Address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation law of the state(s) listed here: FLORIDA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>1,000,000</u>	each accident
Bodily Injury by Disease	<u>1,000,000</u>	policy limit
Bodily Injury by Disease	<u>1,000,000</u>	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states and U.S. territories except North Dakota, Ohio, Washington, West Virginia, Wyoming, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page.

D. This policy includes these endorsements and schedules:

WC000406	WC000414	WC000000 A(4/92)	WC000001 A(5/88)
WC000420	WC000112		WC000310
WC090303	WC090606	WC000419	WC990602 (5-97)

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Total Estimated Policy Premium: \$10,827
Minimum Premium: \$841
Program Type: Compact Plan
Agency Name: 1553, Atlantic Pacific Insurance Inc
Agency Location: Belle Glade, FL
Agency Phone Number: (561) 996-5800


G.W. Jacobs
President

Countersigned by _____
Authorized Representative

01/10/2007 08:41 FAX

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ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID P/J ROTH-1	DATE (MM/DD/YYYY) 01/10/07
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.	
INSURERS Roth Farms, Inc. Ray's Heritage, LLC P.O. Box 1300 Belle Glade FL 33430		INSURERS AFFORDING COVERAGE INSURER A: FOCI Insurance Co. INSURER B: AIG INSURER C: INSURER D: INSURER E:	NAIC# 33472

DESCRIPTION LTR CODE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	FPP0000383	03/19/06	03/19/07	EARLY CANCELLATION DAMAGE TO RENTAL CAR PREMIUMS (See Certificate) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA0007140	03/19/06	03/19/07	COMBINED SINGLE LIMIT (See schedule) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AS TO ONLY 1 EA ACCIDENT OTHER THAN AUTO ONLY
B	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE9305092	03/19/06	03/19/07	EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> SPECIAL PROVISIONS below OTHER	001-WC07A-54824	01/01/07	01/01/08	MEDICAL LOSS LIMITS <input checked="" type="checkbox"/> OR PER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is named as additional insured in respects to the General Liability policy.

CERTIFICATE HOLDER PBC/SCH PALM BEACH COUNTY 559 W. Military Trail West Palm Beach FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE *HEREOF, 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 IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeffrey A. Hooker, Inc.
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ACORD 28 (2001/08)

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