



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Grant Expenditures	<u>\$24,975</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>\$24,975</u></b>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Dept. 310 Unit 1700 Object 8201  
 Program \_\_\_\_\_

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

Office of Agricultural Economic Development

**C. Departmental Fiscal Review:**

Joan N. McLee

**III. REVIEW COMMENTS**

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

John D. ... 3-6-09  
 OFMB/Budget  
 [Handwritten initials and dates: 3/10/09, 3/14]

John J. ... 3/13/09  
 Contract Development and Control  
 [Handwritten initials and date: 3/10/09]

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

Anne Delgent 3/16/09  
 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 and entered into this      day of      , 2009 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 the Western Palm Beach County Farm Bureau, (Federal I.D. Number 59-0865201), having its principal address at 3019 State Road 15, Belle Glade, Florida 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 wishes to provide assistance and support in agricultural economic growth by participating in the agricultural revitalization of a development region within COUNTY's geographic boundaries by increasing public awareness of local agriculture of sweet corn; and

**WHEREAS**, the Board of County Commissioners has determined that the GRANTEE is best able to provide such assistance and support; and

**WHEREAS**, the Board of County Commissioners has determined it is in the public's best interests to award a grant to the GRANTEE to conduct the 2008 Palm Beach County Sweet Corn Fiesta.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants hereinafter contained, the parties hereby agree to the following:

**I. RECITALS**

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

**II. TERM**

This Agreement shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date"), and shall continue in full force and in effect until September 30, 2009, unless otherwise terminated as provided herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

**III. GRANTEE'S PERFORMANCE OBLIGATIONS**

GRANTEE shall conduct agricultural revitalization activities which includes organizing, financing, implementing, and maintaining the 2009 Sweet Corn Fiesta in Palm Beach County, which will take place at the Palm Beach County Fairgrounds on April 26, 2009 (hereinafter "Project"), as more specifically described in the Project Description, which is attached hereto and incorporated herein as Exhibit A. GRANTEE shall complete the Project in accordance with the terms and conditions of this Agreement.

#### IV. COUNTY'S OBLIGATIONS

COUNTY shall reimburse GRANTEE an amount not to exceed Twenty-Four Thousand Nine Hundred and Seventy Five Dollars (\$24,975.00) ("Grant Award") for the Project, provided GRANTEE performs pursuant to the terms and conditions of this Agreement. In no event shall the reimbursement made to GRANTEE pursuant to this Agreement exceed the Grant Award. GRANTEE agrees that the extent of COUNTY's responsibility under this Agreement shall be limited solely to funding, as stated herein.

#### V. PAYMENT PROCEDURES

**A. Reimbursement of Eligible Expenses.** GRANTEE shall only be entitled to receive the Grant Award as reimbursement of eligible expenses which are directly related to the Project as set forth in Exhibit A. Eligible expenses incurred by GRANTEE between April 1, 2009 and September 30, 2009, will be eligible for reimbursement.

**B. Proper Documentation of Expenses.** Requests for reimbursement of Eligible Expenses shall be submitted to COUNTY, and shall be accompanied by paid invoices, checks, payroll records, or such other documentation which is acceptable in form and detail to the COUNTY to provide for verification that the services and/or materials have been performed and/or received by GRANTEE. GRANTEE shall provide COUNTY with any further documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from GRANTEE pursuant to this Agreement will be reviewed and approved by the COUNTY to verify that all services have been rendered in conformity with this Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following COUNTY approval. In no event shall COUNTY provide advance funding to GRANTEE.

**C. Final Invoice.** In order for COUNTY and GRANTEE to close their books and records, GRANTEE shall clearly state "final invoice" on GRANTEE's final/last billing to the COUNTY. This shall constitute GRANTEE's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by GRANTEE.

**D. Reimbursement Deadline.** Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than September 30, 2009. If GRANTEE fails to submit any requests for payment of Eligible Expenses by September 30, 2009, then COUNTY'S obligation under this Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.

**E. Repayment of Funds.** GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration or termination of this Agreement. GRANTEE shall also be liable to repay COUNTY for any lost or stolen funds. Any funds which are to be repaid to COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to the COUNTY, within ten (10) days of the COUNTY's demand. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid, as a waiver of any rights of the COUNTY or exclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

#### VI. TERMINATION

COUNTY may terminate this Agreement upon thirty (30) days written notice to GRANTEE. Termination of this Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder.

## VII. REMEDIES AND RIGHTS

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such 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 by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

## VIII. GRANTEE'S DEFAULT

A. **Nature of Default Notice.** In the event GRANTEE fails to comply with the terms and conditions of this Agreement, COUNTY shall provide GRANTEE with notice detailing the nature of the default, whereupon GRANTEE shall have thirty (30) days within which to cure the default.

B. **Fail to Cure Default.** In the event GRANTEE fails to cure the default within the specified time frame, 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; demand a refund of the Grant Award; and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement. The Effective Date of the termination shall be the date of the notice of termination by COUNTY.

## IX. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS

A. 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.

B. GRANTEE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by GRANTEE, GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

## X. 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 COUNTY, in addition to any other rights or remedies, relieve the COUNTY of any obligation under this Agreement.

## XI. INDEMNIFICATION

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages, or causes of action of every kind or character, including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of GRANTEE's performance of the terms of this Agreement or due to the acts or omissions of GRANTEE. 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 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, 768.28 Florida Statutes, be altered or waived due to the foregoing indemnification. This paragraph shall survive the expiration or termination of this Agreement.

## **XII. 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 coverages, 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 this 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(s) excluding Contractual Liability or Cross Liability.

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

**C. 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.

**D. Waiver of Subrogation.** GRANTEE hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then GRANTEE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should GRANTEE enter into such an agreement on a pre-loss basis.

**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 coverages required by this Agreement have been obtained and are in full force and effect. Such certificate(s) 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, coverages, 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.

### **XIII. AVAILABILITY OF FUNDS**

The COUNTY'S performance to pay under this Agreement is subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

### **XIV. NONDISCRIMINATION**

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, sexual orientation, gender identity or expression and warrants and represents that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender identity or expression 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. INDEPENDENT CONTRACTOR**

GRANTEE is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. 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 GRANTEE's sole direction, supervision, and control. GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects GRANTEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of COUNTY.

GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

### **XVI. PERSONNEL**

GRANTEE represents that it has or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by GRANTEE or under its supervision, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of GRANTEE's personnel and all Subcontractors while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

### **XVII. ARREARS**

GRANTEE 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. GRANTEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill

## **XVIII. COMPLIANCE WITH CODES AND LAWS**

GRANTEE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

## **XIX. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, GRANTEE shall have its contractors certify that their affiliates, suppliers, subcontractors 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

## **XX. SEVERABILITY**

If any section, paragraph, sentence, clause, or provision of this Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **XXI. 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.

## **XXII. JOINT PREPARATION**

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.

## **XXIII. SUCCESSORS AND ASSIGNS**

The COUNTY and GRANTEE 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 or GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. 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 the GRANTEE.

## **XXIV. HEADINGS**

The paragraph headings or captions appearing in this Agreement are for convenience and ease of reference only, are not part of this Agreement, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

## **XXV. MODIFICATION AND AMENDMENT**

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.



**NOTICE**

All notices required to be given under this Agreement, shall be in writing and shall be sent by certified mail, return receipt requested, hand delivery, or other delivery service requiring signed acceptance. 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:

Ann Holt, Co-Chair  
Sweet Corn Fiesta Committee  
Western Palm Beach County Farm Bureau  
3019 State Road 15, Suite 5  
Belle Glade, Florida 33430  
561.996.0343

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

(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: \_\_\_\_\_  
John F. Koons, Chairman

ATTEST:

Western Palm Beach County Farm Bureau  
Federal I.D. Number 59-0865201

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

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:** Palm Beach County leads the United States in the production of fresh sweet corn. With the goal of creating awareness and therefore stimulating and increasing consumer demand for this lagging industry, the Western Palm Beach County Farm Bureau has organized the Palm Beach County Sweet Corn Fiesta. This yearly event demographically targets the urban coastal region of the county and the residents of the state as to the importance to Palm Beach County of the corn industry and agriculture in general. Based on our 2007-08 estimates, fresh sweet corn is Palm Beach County's second largest agricultural crop and largest vegetable row crop. This event is to include a corn-eating contest conducted under the auspices of the International Federation of Professional Competitive Eaters.

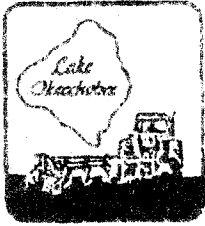
#### ELIGIBLE EXPENSES LIST:

Advertising	\$ 12,500
Promotional Items	\$ 775
Tents	\$ 3,000
Entertainment activities	\$ 3,500
International Prof Comp Eat	\$ 5,200
<b>TOTAL</b>	<b>\$ 24,975</b>

**Site Location:** Palm Beach County Fairgrounds

#### **Contact:**

Ms. Ann Holt  
Sweet Corn Fiesta, Co-Chair  
Western Palm Beach County Farm Bureau  
3019 State Road 15, Belle Glade, FL 33430  
Phone: 561.996.0343  
Fax: 561.996.9911



The Voice  
Of Agriculture  
In The Glades

WESTERN PALM BEACH COUNTY  
FARM BUREAU

The Farm Bureau Building  
3019 State Road 15  
Belle Glade, FL 33430  
(561) 996-0343  
Fax (561) 996-9911



02/04/2009

To whom it may concern:

The Western Palm Beach County Farm Bureau owns no autos  
Therefore they do not have an auto policy.

Thank You,

Rhonda McClure  
Office Manager

**CERTIFICATE OF INSURANCE**

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 LISTED BELOW.

<b>FLORIDA FARM BUREAU INSURANCE COMPANIES</b> P.O. BOX 147030 GAINESVILLE, FLORIDA 32614-7030	<b>COMPANIES AFFORDING COVERAGES:</b>  Company Letter A:  Florida Farm Bureau General Ins. Co.  Company Letter B:  Florida Farm Bureau Casualty Ins. Co.
<b>NAME AND ADDRESS OF INSURED:</b> Western Palm Beach County Farm Bureau 3019 State Road 15 Belle Glade, FL 33430	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. 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, conditions and conditions of such policies.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
A	<b>General Liability:</b> <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protection <input type="checkbox"/> Farmer's Personal Liability	CPB 9521800	06/12/2008	06/12/2009	General Aggregate	\$ 2,000
					Products-completed operations aggregate	\$ 2,000
					Firestorm & Advertising Injury	\$ 1,000
					Each Occurrence	\$ 1,000
					Fire Damage (Any one fire)	\$ 50
	Medical Expense (Any one person)	\$ 5				
	<b>Automobile Liability:</b> <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 Unit \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage \$	
	<b>Excess Liability:</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form				Each Occurrence \$ Aggregate \$	
	<b>Employers Liability:</b> <input type="checkbox"/> Farm Employee's Liability <input type="checkbox"/> Farm Employee's Medical				\$ Each Occurrence \$ (Each Employee) \$	
	Other:				\$	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:**

Adding Palm Beach County as Additional Insured.

**CANCELLATION:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

<b>NAME AND ADDRESS OF CERTIFICATE HOLDER:</b> Palm Beach County 559 North Military Trail West Palm Beach, FL 33415
--

COUNTY CODE 50 DATE ISSUED 02/04/09  
 Served by Palm Beach County Farm Bureau  
 Daniel A. Witrick Jr.  
 AUTHORIZED REPRESENTATIVE

93-7-892 (Rev. 6/88)

# ACORD CERTIFICATE OF INSURANCE

BY THE ISSUING COMPANY  
 ISSUE DATE (MM/DD/YYYY)  
 2/4/2009

**PRODUCER**  
 Daniel A Wirick Jr.  
 Palm Beach Co. Farm Bureau  
 3019 SR 15 Suite #5  
 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.

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER <b>A</b>	FFVA Mutual Insurance Co.
COMPANY LETTER <b>B</b>	
COMPANY LETTER <b>C</b>	
COMPANY LETTER <b>D</b>	
COMPANY LETTER <b>E</b>	

**INSURED**  
 Western Palm Beach County Farm Bureau, LAA  
 3019 State Road 15, Suite 5  
 Belle Glade, FL 33430

### COVERAGES

THIS IS TO CERTIFY THAT 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.

CO LTP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS IN THOUSANDS	
					EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>					
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY	\$
	<input type="checkbox"/> PREMISES OPERATIONS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				B & P COMBINED	\$
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY	\$
	<input type="checkbox"/> CONTRACTUAL					
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> PERSONAL INJURY					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO				BODILY INJURY PER PERSON	\$
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY PER ACCIDENT	\$
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS				B & P COMBINED	\$
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>					
	<input type="checkbox"/> UMBRELLA FORM				B & P COMBINED	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
<b>A</b>	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	8533	1/1/2009	1/1/2010	STATUTORY	
					\$ 100	(EACH ACCIDENT)
					\$ 500	(DISEASE POLICY LIMIT)
					\$ 100	(DISEASE EACH EMPLOYE)
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

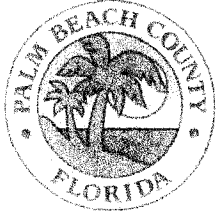
### CERTIFICATE HOLDER

Palm Beach County  
 559 North Military Trail  
 West Palm Beach, FL 33415

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Daniel A Wirick Jr



County Cooperative  
Extension Service

250 North Dixie Hall  
West Palm Beach, FL 33413-1311  
Tel: (561) 255-1700  
Fax: (561) 255-1708  
www.phagos.com/cenext



Palm Beach County  
Board of County  
Commissioners

Jeff Koons, Chairman  
Paul Yarnsken, Vice Chairman  
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23 February 2009

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

Dear Commissioner Koons:

The Western Palm Beach County Farm Bureau has requested funding assistance to stage the 2009 Sweet Corn Fiesta on April 26, 2009 as a one-day event for the promotion of the second largest agricultural crop in the county. This is the 9<sup>th</sup> year this event has been presented at the South Florida Fairgrounds.

It is the recommendation of the Agricultural Economic Development Staff to the Board of County Commissioners to consider approval of this grant from Agricultural Economic Development Program funds.

Yours truly,

Arthur Kirstein IV  
Coordinator  
Office of Agricultural Economic Development

cc: Audrey Norman

file:



# Florida Sweet Corn Fiesta



Western Palm Beach County Farm Bureau  
3019 State Road 15 -- Belle Glade, FL 33430  
Office: (561) 996-0343 -- Fax: (561) 996-9911

December 29, 2008

Palm Beach County Agriculture Enhancement Council  
Attn: Mr. Arthur Kirstein,

Re: 2009 Sweet Corn Fiesta, Grant Request Proposal \$24,975

This coming April, we will celebrate the Ninth Annual Sweet Corn Fiesta! Seems like just yesterday a small group of Palm Beach County growers met to discuss how we could stimulate interest in an important crop which few knew we even grew, Sweet Corn. Today, many look forward to this annual event and plan their weekend around it. Thank you for all your assistance and financial support, we would not be where we are today without your help!

I am writing this letter today to ask for the opportunity to address the Palm Beach County Agriculture Enhancement Council at your next scheduled council meeting to discuss Sweet Corn Fiesta and grant proposal for April 2009.

The fiesta is an exciting event that combines education and fun into one affair. Attendees learn about one of Palm Beach County's staple crops, sweet corn, through active participation and by tasting the product and the many by-products derived from it

This is the only event in Palm Beach County which promotes a crop which we (Palm Beach County) rank number one in, Sweet Corn! The benefit of this event is not just to the residents of this county but also for our farmers, this is their chance to network with local people who they might not otherwise have the chance to talk to and help promote their industry. Your past commitment to this event, Sweet Corn Fiesta, is a testament to the guiding principals of the Agriculture Enhancement, and demonstrates its commitment to agriculture and the community.

If you have any questions, or would like to reach me you may call me directly at 561-346-2826 or email me at [Holtanntom@aol.com](mailto:Holtanntom@aol.com). As previously mentioned, I would like to meet with you directly to discuss grant proposal at your next regularly schedule meeting. Thank you in advance, I look forward to hearing from you!

Respectfully Submitted,

*Ann Holt*

Ann Holt  
Co-Chair



WESTERN PALM  
BEACH COUNTY  
FARM BUREAU