PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 04/06/10		-	Consent		Regular Public Hearing
Department:	[1	Workshop	f.1	Public Hearing
Submitted By:	By: Cooperative Extension Service				
Submitted For:	Agricultural Economic Development				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Grant agreement with the Western Palm Beach County Farm Bureau in an amount not to exceed \$24,975 from Agricultural Economic Development Program funds to assist in conducting the 2010 Palm Beach County Sweet Corn Fiesta in West Palm Beach.

Summary: The 2010 Palm Beach County Sweet Corn Fiesta will be held on April 25, 2010, with expenses incurred after April 1, 2010 being eligible for reimbursement. This event will increase public awareness of local agriculture on a regional and statewide basis. It provides an opportunity for a local agricultural organization, the Western Palm Beach County Farm Bureau, to stage an event that will make our residents more aware of the economic significance of our largest vegetable row crop in our County's billion-dollar agricultural industry while bringing in people from surrounding counties. This is the 10th year for the event. The Palm Beach County Agricultural Enhancement Council has reviewed the request and met with representatives of the Western Palm Beach County Farm Bureau. **Countywide. (AH)**

Background and Justification: With over 24,100 acres in production in the Everglades Agricultural Area during the 2008-09 growing season, Palm Beach County produces more fresh sweet corn than any other county in the United States. In an attempt to overcome flat wholesale corn prices over the last 10 years, Palm Beach County corn growers have made major capital investments to vertically integrate this industry within the County. This vertically integraded process has resulted in direct and significant increases in industry employment. The 2009 Palm Beach County Sweet Corn Fiesta was very well attended and is a cooperative effort with the South Florida Fair.

Attachments:

1		Grant	: Aar	eement
-	•			

- 2. Western Palm Beach County Farm Bureau Original Request
- 3. Letter of Recommendation. Palm Beach County Cooperative Extension Service

Recommende	d By: <u>Audrey R. Noveman</u> Department Director	3/09/2010
	Department Director	Date
Approved By:	Belleum	3/24/10
	Assistant County Administrator	Dato

II. FISCAL IMPACT ANALYSIS

A. FI	ve tear Summary of Fisca	al Impact:					
Fi	scal Years	<u>2010</u>		<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Opera	al Expenditures ating Costs	\$24,975				1100 (12 mg/mm)	
Progr	nal Revenues ram Income (County) nd Match (County)						
# ADI	FISCAL IMPACT DITIONAL FTE TIONS (Cumulative)	\$24,975					
	n Included in Current Bud et Account No.: Fund Progran	0001 Dept	<u>X</u> L <u>310</u>	No _ Unit	1700	Objec	t <u>3401</u>
B.	Recommended Sources	of Funds/Sum	mary	of Fisc	al Imp	act:	
	Office of Agricultural Econ	omic Developm	nent				
C.	Departmental Fiscal Rev	iew:					
	III. <u>R</u>	EVIEW COMM	ENTS	<u> </u>			
A.	OFMB Budget and/or Co	ntract Dev. an	d Cor	ntrol Co	mmer	its:	
	OFMB/Budget	Contr		evelopi		nd Co	ntrol
B.	Legal Sufficiency:	. ' ' ' ' '	This conti	Contract of ract review	requires v	ments.	
	Assistant County Attorne	<u>(</u> 3/23 /10 By					
C.	Other Department Revie	w:					
	Department Director	_					

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

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 trail 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. Prior to the execution 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 the terms of this Agreement.

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.

XXVI. 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:Burt Aaronson, Chair
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	S
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. During the 2008-09 it cultivated approximately 15% of the total sweet corn grown nationally. With the goal of creating awareness and therefore stimulating and increasing consumer demand for this economically important local 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 2008-09 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
TOTAL	\$ 24,975

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

COMPANIES AFFORDING COVERAGES:

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.

	LORIDA FARM BUR P.O GAINESVILLI	COMPANIES AFFORDING COVERAGES: Company Letter A: Florida Farm Bureau General Ins. Co.								
NAME AND ADDRESS OF INSURED: Western Palm Beach County Farm Bureau 3019 State Road 15 Belle Glade, FL 33430				Company Letter B: Florida Farm Bureau Casualty Ins. Co.						
The policie other docu conditions	ns of interrance listed below have be nread with respect to which this cort of such policies.	on bound to the insured nemed a Moste may be bessed or may part	hove and are in large at this air, the insurance allerded by	ilms. Hotelinslanding any i y the policies described he	requirement, lean o rein is subject to all	r condition of the terms, an	aty con dustant	raci or and		
CO. ITR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE (MAKEDINY)	ALL LIMIT	IS IN THOU	BAND	<u> </u>		
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	Nest-denied autos				Property Damage	8				
	Eitees Liebility: Umbreits Fans Other then Umbreits form					Occurrence S	, A00	-agate		
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DESCR	PTION OF OPERATIONSA Adding Pa	LOCATIONS/VEHICLES: lm Beach County	y as Additio	nal Insured	mite ressays committed - Africa (Africa) and	· • • • • • • • • • • • • • • • • • • •	<u> </u>			
''''' <u> </u>	LATION: Should any of the a depa written notice to the b pempany.	bove described policies be slow named cardificate holds	cancelled before the ex er, but fullure to mail au	piration data thereof, I ch notice ahali Impose	no obligation or	r Hability of	ery kir	wd		
Palm B 559 No				Daniel	DATE ISSUE Ch Count A. Wirick DEFRESSIVIAL	y Farm Bu)		

93-7-892 (Rev. 5/93)

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.

FLORIDA FARM BUREAU INSURANCE COMPANIES P.O. BOX 147030			COMPANIES	COMPANIES AFFORDING COVERAGES: Company					
			Company Letter A:						
GAINESVILLE, FLORIDA 32614-7030					Florida Farm Bureau General Ins. Co.				
NAME	AND ADDRESS OF INSURED:			Company					
FAR	MING SYSTEMS RES	RARCH INC		Letter B:	_		_		
		•		Fiorida Farm	Bureau (Casualty Ins.	Co.		
560	9 LAKEVIEW MEWS						•		
The poli	NTON BEACH, FL	33437							
conditio describe	n of any contract or other door ad herein is subject to all the ten	have been issued to the insured current with respect to which t ms, exclusions and conditions o	I named above and an this certificate may be of such policies.	e in force at this time issued or may perte	. Notwithsta nin, the insu	nding any requirance afforded	by the	t, term c e policie	
CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS IN THO			
	GENERAL LIABILITY:			<u> </u>	GENERA	LAGGREGATE	\$:	1,000	
	COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)				PRODUC	T8-COMPLETED		1,000	
	CONTRACTORS				PERBONA	A ADVERTISING	\$	500	
A	PROTECTIVE	SGL 9515670 10	04/07/2010	04/07/2011		COUPFENCE	\$	500	
	FARIMETTS PERSONAL LIABILITY			I.	GE (Any one fire)	\$	50		
	AUTOMOBILE LIABILITY:		MEDIC (Any o	AL EXPENSE one person)	\$	5			
	MY AUTO				COMBINED SINGLE LIMIT	\$			
	ALL CONNED AUTOS	·		•	BODILY INJURY (Per	\$.			
	SCHEDULED AUTOS			••	Person) BODILY				
	HIRED ALITOS				INJURY (Per Accident)	\$			
	NON-OWNED AUTOS	•			PROPERTY DAMAGE	\$			
	EXCESS LIABILITY:			**************************************		EACH	AGG	REDATE	
	UMBRELLA FORM					OCCUMPIENCE			
	OTHER THAN UMBRIELLA		Į.			\$	\$		
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	FARM EMPLOYEE'S MEDICAL						\$		
	OTHER:						(Each (Employee)	
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OVE	RAGE	PALM BEACH COUNT	TY WITH RESP	ECT TO GENE	RAL L	ABILITY		į	
	ATION: Should any of the at 0 days written notice to to company.	pove described policies be ca the below named certificate hole	ncelled before the ex der, but fallure to mail	piration date thereof such notice shall im	, the issuin pose no obl	g company wi igation or liabil	il ende	Mayor to uny kind	
AME AN	ID ADDRESS OF CERTIFICATE	HOLDER:	County Code	<u>50-0</u> b	ate les ued	. 02/02	/201	.0	
	BEACH COUNTY ART KIRSTEIN CO	איים או אייני אייני	Serviced by_	PALM BEACH		County	/ Farm	Bureau	
59 N	I MILITARY TRAIL		ROBERT	L LENTZ, IN	IC. CLI	L. CHFC			
EST PALM BEACH FL 33415-1311				AUTHORIZED	REPRESEN	ITATIVE			

W09

93-7-692 (Rev. 5/93)

POLICY NUMBER: SGL 9515670 10

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Vendor): PALM BEACH COUNTY

ATTN ART KIRSTEIN COOP EXT DEPT

Your Products:

VEGETABLE DISTRIBUTOR

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply
 - "Bodily Injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement; a. "Bodily injury"
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container: in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- This insurance does not apply to any insured person or organization, from whom you have ac-quired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

OCOIC CERTIFICATE OF	INSURANCE O3-09-10-8					
PACOUCER Daniel A Wirick Jr.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DORS NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW.					
Palm Beach Co. Farm Bureau 3019 SR 15 Suite %5	COMPANIES AFFORDING COVERAGE					
Belle Glade, FL 33430 NSURED Western Palm Beach County Farm Bureau, LAA 3019 State Road 15, Suite 5 Belle Glade, FL 33430	COMPANY A FFVA Mutual Insurance Co.					
	COMPANY B					
	COMPANY C					
	COMPANY D					
	COMPANY E					
COVERAGES THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED SELOY HOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF SE ISSUED OR MAY PERTAIN, THE INSURANCE APPORDED BY THE TIONS OF SUCH POLICIES.	V have been iesued to the insured named above for the policy period indicated, Any contract or other document with respect to which this certificate may E policies described herein is subject to all the terms, exclusions, and condi-					

LIABILITY LIMITS IN THOUSANDS POLICY EFFECTIVE DATE EMAYDOMY) POLICY EXPIRATION DATE (MINODOYY) 엹 POLICY NUMBER TYPE OF INSURANCE OCCURENCE AGGREGA' DENERAL LIABILITY BOOILY INJURY \$ COMPREHENSIVE FORM Premiser/Operations PROPORTY DAMAGE UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS ei a Pd Combined CONTRACTUAL INDEPENDENT CONTRACTORS BRANAD FORM PROPERTY DAMAGE PERSONAL INJURY PERSONAL INJURY AUTOMOBILE LIABILITY BOOTLY HUMY PER ACCIDENTI ALL OWNED AUTOS (PRIV. PASS.) \$ ALL OWNED AUTOS (STHER THAN) HIRED AUTOS PROPERTY NON-OWNED AUTOS GARAGE LIABILITY EI & PO COMBINED EXCESS LIABILITY SI & PU COMPINED B UMBRELLA FORM OTHER THAN UMBRELLA FORM STATUTORY 19位。中国19 \$ 100 (DISEASE-EACH EMPLO WORKERS' COMPERSATION 8533 01-01-11 .01-01-10 EMPLOYERS' LIABILITY CTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDEN

Palm Beach County 559 North Military TRail-West Palm Beach, FL 33415

VCOHD 52 (B/84)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE ELEPTION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAKE.

DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

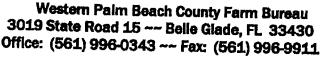
AUTHORIZED REPRESENTATIVE

Daniel A Wirick Jr

CURRECTORD CORPORATION 1



Florida Sweet Com Fiesta



January 29, 2010

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

Re: 2010 Sweet Corn Flesta, Grant Request Proposal \$24,975

Mark your calendar, on April 25, 2010, we will celebrate the Tenth Annual Sweet Corn Flestal Seems like 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. You have our heartfelt thanks for all the support, cooperation and financial support of Palm Beach County. We would not be the event we are today without your assistance.

I appreciate the Ag Enhancement Council allowing me to address them at their recent meeting in January. I hope the council will consider supporting this worthwhile Agriculture Event again this year in the amount of \$24,975.

The fiesta is an exciting event that combines education and fun into one affair. Attendees learn about one of Paim Beach County's staple crops, sweet corn, through active participation and by tasting the product and the many by-products derived from it. During these trying economic times it is ever more important to be able to provide a quality and affordable family event to Palm Beach County residents. Nowhere else can a family of 4 spend the entire day at a festival enjoying food, rides, fun activities and entertainment all for under \$50. Your support helps make this possible.

This is the only event in Palm Beach County which promotes a crop which we rank number one in, Sweet Corn! The benefit of this event is not just to the patrons 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 <u>Holtanntom@aol.com</u>. Thank you in advance, I look forward to hearing from you!

Respectfully Submitted,

Ann Flott

Ann Holt Co-Chair





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26 February 2010

Mr. Burt Aaronson, Chair Members of the Board of County Commissioners Palm Beach County 301 N Olive West Palm Beach, FI 33401

Dear Commissioner Aaronson:

The Western Palm Beach County Farm Bureau has requested grant funding assistance to stage the 2010 Sweet Corn Fiesta on April 25, 2010 as a one-day event for the promotion of the largest vegetable crop in the county. This is the 10th 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.

Youts truly,

Arthur Kirstein IV Coordinator

Office of Agricultural Economic Development

cc: Audrey Norman

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The Voice Of Agriculture In The Glades WESTERN PALM BEACH COUNTY FARM BUREAU

FARM BUREAU

The Farm Sureau Building 3019 State Road 15 Beile Glade, FL 33430 (561) 998-0343 Fax (561) 998-0911

02/01/-2010

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



Breakdown Sweet Corn Fiesta

Advertising: 12,500

Promotional Items: 775

Tents: 3,000

Entertainment activities: 3,500

International Prof Comp Eat: 5,200

Total: 24,975