

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: June 5, 2012      ☐ Consent      ☒ Regular  
   ☐ Ordinance      ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to:

**A) Approve** a Fourth Amendment to the Lease between Palm Beach County, the South Florida Water Management District (SFWMD) and Pero Family Farms, LLC (Pero); and

**B) Adopt** a Resolution finding that the extension of the term of the Lease until May 31, 2013, at an annual rent of \$294,517.32 is in the best interests of the County.

**Summary:** The County (39.4%) and SFWMD (60.6%) jointly own the 570 acre McMurrain property in the Ag Reserve. Pursuant to a Lease managed by the SFWMD, Pero Family Farms, LLC has farmed the property pre dating the County's acquisition of the property in 2000. The term of the Lease was scheduled to expire on May 31, 2012, and there were no extension options. SFWMD approved this Fourth Amendment on May 10. This Fourth Amendment extends the term for one year from June 1, 2012, until May 31, 2013. SFWMD obtained a current appraisal of the fair market rental rates for farmable ag land in the Ag Reserve. The appraisal indicates that current fair market rental values are \$600/farmable acre. There are 491 farmable acres within the property. Using the fair market rental rate, the total rent for the extension period is \$294,517.32/yr of which the County will receive \$116,039.82/yr. Overall this is a reduction in total rent of \$17,328.58, equating to a reduction in County revenues of \$6,824. **(PREM) District 5/Countywide (HJF)**

**Background and Policy Issues:** The County purchased the 627 acre McMurrain Farm in July 2000. At that time, Pero was farming the property under a Lease with the McMurrains, and owned an adjoining 35 acres upon which it had constructed a packaging plant and hydroponic facility. The County and SFWMD entered into an Interlocal Agreement (R2000-0806) dated June 6, 2000, pursuant to which SFWMD would acquire a 60.6% interest in 570 acres of the County's Ag Reserve/McMurrain property for SFWMD's construction of a reservoir. In December of 2002, the County sold 53 acres of the McMurrain property to Pero for expansion of Pero's hydroponic facilities. The property was sold subject to a deed restriction limiting use to hydroponic facilities and interim use for row crop farming. On August 27, 2002 (R2002-1489) The Board approved a Partial Assignment, Bifurcation and Amendment of the Lease between Palm Beach County and Pero Family Farms, Inc. that resulted in SFWMD being made the managing party of the Lease.

(continued on Page 3)

**Attachments:**

1. Location Map
2. Fourth Amendment
3. Resolution
4. BAS
5. SFWMD Resolution No. 2012-507
6. Insurance Certificates

Recommended By: \_\_\_\_\_

Department Director

Date

Approved By: \_\_\_\_\_

County Administrator

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs					
External Revenues	(\$38,679.96)	(\$77,358.92)	(\$-0-)	(\$-0-)	(\$-0-)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>(\$38,679.96)</u>	<u>(\$77,359.92)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>

# ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget: Yes X No \_\_\_\_\_

Budget Account No: Fund 1222 Dept 800 Unit 8011 Object 6225  
Program \_\_\_\_\_

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

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

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

### B. Legal Sufficiency:

Assistant County Attorney

### C. Other Department Review:

Department Director

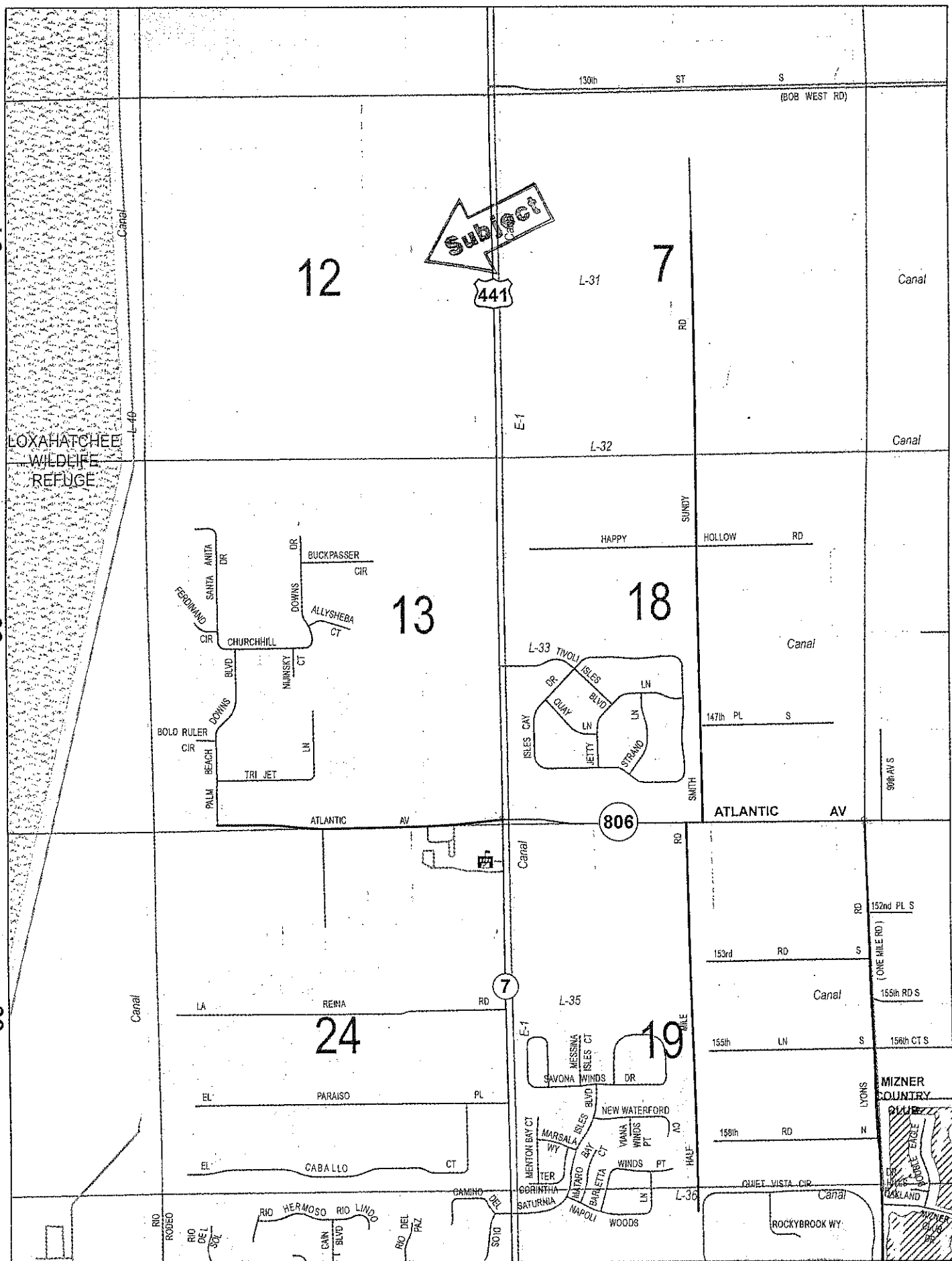
**This summary is not to be used as a basis for payment.**

**Background and Policy Issues (cont.):** Since SFWMD became a co-owner with the County in 2002, the Lease has been amended three times: (i) SFWMD's Amendment No. 1 dated July 26, 2005, extended the Lease term to May 31, 2006, and increased the rent to \$1,200/acre; (ii) Second Amendment dated May 16, 2006 (R2006-0904) extended the term to May 31, 2009, increased the rent to \$1,236/acre with 3% annual increases and facilitated refinancing of the bonds issued to finance the Ag Reserve Program; and (iii) Third Amendment dated January 12, 2012 (R2010-0087) voided and replaced a previous Third Amendment the Board approved on February 3, 2009 (R2009-0904), extended the term until May 31, 2012, reduced the rent to \$500/gross acre on the entire 570 acre property, with 3% annual increases, required submission of annual crop yield reports, and acknowledged a conversion from corporate status to that of a limited liability corporation. The current annual rent is \$311,845.90 (\$546.36/gross acre) of which the County received (39.40%) \$122,864.28. In preparation for the expiration of the Lease with Pero, SFWMD obtained an appraisal of the fair market rental value for agricultural use of the property. The appraisal reflects that the current fair market rental value is \$600/farmable acre. Basing the rent calculations on farmable acreage (491 acres) results in a \$17,328.58 reduction in the total dollar amount of rent to \$294,517.32. The County's share of the rent will be reduced by \$6,824 to \$116,039.82.

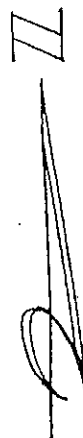
Normally, upon expiration of the term of a lease, the County conducts a competitive process to allow all interested parties an opportunity to lease the property. This competitive process also ensures that the County receives fair compensation. The County's ordinance does allow for extending the term or otherwise modifying the terms of an existing lease upon a finding by the Board that such extension or modification is in the best interests of the County. Staff has avoided utilizing this alternative process except in those instances where there is substantial justification.

In this case, the property is jointly owned with the SFWMD and Pero has been in possession of the property for in excess of 12 years. Pero has a substantial investment in the property and owns adjacent property used in support of their agricultural operations on this property. The purpose of the Agricultural Preservation and Conservation Bond program was to preserve agricultural in the Ag Reserve. On April 12, 2012, SFWMD's Governing Board adopted new land leasing policies which delayed processing Pero's request to extend the term and impacted the ability to issue a Request for Proposals (RFP) to provide for an uninterrupted income stream derived from leasing the property. In an effort to avoid a loss of income for both SFWMD and the County, the Governing Board of the SFWMD approved a waiver of competition of its new land leasing policy and is agreeing to a one year extension of the Lease. This will allow SFWMD time to review the factual circumstances and decide whether they will require that the Lease be re-bid or agree to a further extension.

Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interest be obtained when a property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Since the Statute does not require the Disclosure and since these are amendments to the Lease Agreements which were previously approved by the Board, Staff did not request new Disclosures. Previous documentation provided identified Peter Pero, IV, Frank Pero, Charles Pero and Angela Pero as the sole Members in Pero Family Farms, LLC.



## LOCATION MAP



ORIGINAL

SFWMD No. C-13488-A04  
SAP#4600000050

**FOURTH AMENDMENT TO LEASE**

**between**

**PALM BEACH COUNTY, FLORIDA**

**and**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**and**

**PERO FAMILY FARMS, LLC**

\*\*\*\*\*

Exhibits: Exhibit "A" Rent Schedule

#### **FOURTH AMENDMENT TO LEASE**

**THIS FOURTH AMENDMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", South Florida Water Management District, hereinafter referred to as the "DISTRICT", a governmental entity created by Chapter 373, Florida Statutes, and Pero Family Farms, LLC, a Florida limited liability company formerly known as Pero Family Farms, Inc., a Florida corporation, hereinafter referred to as "PERO".

#### **WITNESSETH:**

**WHEREAS**, PERO entered into a lease, effective as of June 1, 2000, with McMurrain Farms Limited Partnership, a Florida limited partnership, hereinafter referred to as the "LEASE", for approximately 623.96 acres of farm land, referred to as the "McMurrain Property", located on State Road 7/U.S. Highway 441, Delray Beach, Florida; and

**WHEREAS**, the COUNTY subsequently purchased the McMurrain Property and was assigned the LEASE; and

**WHEREAS**, in accordance with an Interlocal Agreement (R2000- 0806) between the DISTRICT and the COUNTY dated June 6, 2000, as amended, the DISTRICT acquired from the COUNTY an undivided 60.6% fee interest in 570.77 acres of the McMurrain Property (hereinafter the "PREMISES"); and

**WHEREAS**, COUNTY, DISTRICT and PERO, entered into a Partial Assignment, Bifurcation and Amendment of Lease dated August 27, 2002 (R2002-1489) (the "Partial Assignment"); and

**WHEREAS**, DISTRICT and PERO, entered into that certain Amendment Number One dated July 26, 2005 in order to extend the term of the LEASE through May 31, 2006 and to increase the rent to \$1,200.00 per acre; and

**WHEREAS**, COUNTY, DISTRICT and PERO, entered into that certain Second Amendment to Lease dated May 16, 2006 (R2006-0904), in order to extend the term of the LEASE through May 31, 2009, and to establish the rent through the extended term; and

**WHEREAS**, COUNTY, DISTRICT and PERO, entered into that certain Third Amendment to Lease originally dated February 3, 2009 (R2009-0249) and re-executed as

dated January 12, 2010 (R2010-0087), in order to extend the term of the LEASE through May 31, 2012, and to establish the rent through the extended term; and

**WHEREAS,** COUNTY, DISTRICT and PERO desire to enter into this Fourth Amendment to Lease in order to extend the term of the LEASE through May 31, 2013, and to establish the rent through the extended term.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All defined terms as used herein shall have the same meaning and effect as in the LEASE, as amended.
2. The term of the LEASE shall be fixed and run through May 31, 2013. All references to extension options and the rights of any party to approve such extensions shall be of no force and effect.
3. PERO shall pay rent during the remainder of the term of this LEASE on the dates and in the amounts set forth in Exhibit "A" attached hereto.
4. The County's address for Notices is hereby revised as follows:

Palm Beach County  
Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

With a copy to:  
Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

5. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County

funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

6. Except as modified by the Partial Assignment, Amendment Number One, Second Amendment to Lease, Third Amendment to Lease and this Fourth Amendment, the LEASE remains unmodified and in full force and effect in accordance with the terms thereof.
7. In the event of a natural disaster or other act of God which would have a material adverse effect on the business operations of PERO, PERO may thereafter terminate the Lease upon thirty (30) days' written notice.

**IN WITNESS WHEREOF**, COUNTY, DISTRICT, and PERO have executed this Third Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

COUNTY

SHARON R. BOCK  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

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

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Assistant County Attorney

By: RCH Anthony Wong  
Department Director



SFWMD Procurement Approved:

Linda Green  
Sign

Linda Green 5/15/12  
Print Name -- Date

**DISTRICT**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
governmental entity created by Chapter 373, Florida  
Statutes

By: Dorothy A. Bradshaw  
Name: Dorothy A. Bradshaw  
Title: Procurement Bureau Chief

ATTEST:

Print Name: Jacki McGorty  
Title: District Clerk

(CORPORATE SEAL)

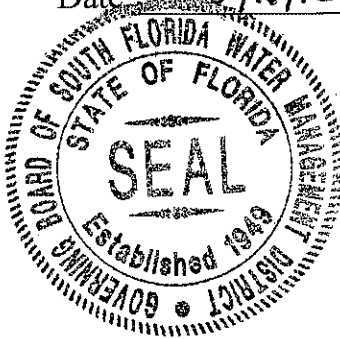
Legal Form Approved:  
SFWMD Office of Counsel

By: Paul C. Brown  
Date: 5/16/12

Witnesses:

Nejando Quintan  
Print Name: Nejando Quintan

Sharman Rose  
Print Name: Sharman Rose



WITNESS:

Michele Spradlin  
Sign

MICHELE SPRADLIN  
Print Name

Steven Mercado  
Sign

Steven Mercado  
Print Name

**PERO**

PERO FAMILY FARMS, LLC, a Florida  
limited liability company

By: [Signature]

Name: Angela Pero

Title: President

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**EXHIBIT "A"**  
**(rent schedule)**

**PERO** shall pay rent to **DISTRICT** on or before the dates shown herein and in the amount set forth as follows:

Term	Per Gross Acre	Semi-Annual Payment
06/01/12-11/30/12	\$516.00	\$147,258.66
12/01/12-05/31/13	\$516.00	\$147,258.66

RESOLUTION NO. 2012-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
PALM BEACH COUNTY, FLORIDA, AUTHORIZING A REDUCTION  
OF RENT AND EXTENSION OF THE TERM OF THE LEASE  
BETWEEN THE COUNTY, SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT AND PERO FAMILY FARMS, LLC; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pero Family Farms, LLC, a Florida limited liability company f/k/a Pero Family Farms, Inc., a Florida corporation, ("Tenant"), pursuant to a lease dated August 27, 2002 (R2002-1489), leases 570.77 acres from Palm Beach County and the South Florida Water Management District (SFWMD), as co-owners, in the Ag Reserve for the purpose of agricultural production; and

**WHEREAS**, Tenant has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County and SFWMD extend the term of the Lease for a period of one (1) year until May 31, 2013; and

**WHEREAS**, pursuant to its policies, SFWMD obtained an appraisal of the leased property that results in a reduction of rent; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds: that the continued use of the property by Pero Family Farms, LLC, will preserve and promote agriculture production in the Ag Reserve and is otherwise in the best interests of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Extend the Term of the Lease and Reduce Rent**

The Board of County Commissioners of Palm Beach County shall amend its lease agreement dated August 27, 2002 (R2002-1489) with Pero Family Farms, LLC, a Florida limited liability company, by entering into the Fourth Amendment to Lease attached hereto and incorporated herein by reference, in order to lease the 570.77 acres identified in the Fourth Amendment at a rental rate of \$516.00 (Five Hundred Sixteen Dollars) per gross acre/\$600 (Six Hundred Dollars) per farmable acre effective June 1, 2012, for the use identified above, for a term extending until May 31, 2013.

**Section 3. Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The Motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Chair  
Commissioner Steven L. Abrams, Vice Chairman  
Commissioner Karen T. Marcus  
Commissioner Paulette Burdick  
Commissioner Burt Aaronson  
Commissioner Jess R. Santamaria  
Commissioner Priscilla A. Taylor

The Chairman thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

PALM BEACH COUNTY, a  
political subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

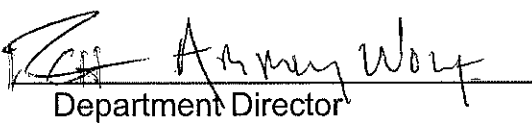
SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Department Director

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/16/2012 REQUESTED BY: Richard C. Bogatin

PHONE: 561.233.0214  
FAX: 561.233.0210

PROJECT TITLE: Pero/Mcmurrian) Amendment #4

PROJECT NO.: 2012-5.TBD

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	80. _____	60. _____	_____	_____	_____
External Revenues	<\$38,679.96>	<\$77,359.92>	<\$0>	<\$0>	<\$0>
Program Income	_____	_____	_____	_____	_____
(County)	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	80. <\$38,679.96>	60. <\$77,359.92>	<\$0>	<\$0>	<\$0>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS	_____	_____	_____	_____	_____
(Cumulative)	_____	_____	_____	_____	_____

\*\* By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

### BUDGET ACCOUNT NUMBER

FUND: 1222 DEPT: 800

UNIT: 8011 OBJ: 6225

SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES ☒ NO ☐

### IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: \_\_\_\_\_)
- ☒ Non-Ad Valorem (source/type: Local Revenue)
- ☐ Grant (source/type: \_\_\_\_\_)
- ☐ Park Improvement Fund (source/type: \_\_\_\_\_)
- ☐ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon
- ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_

SUBJECT TO IG FEE? ☐ YES ☒ NO

Department: ERM

BAS APPROVED BY: Liz Rivera DATE: 5/16/12

ENCUMBRANCE NUMBER: NA

1 SOUTH FLORIDA WATER MANAGEMENT DISTRICT

2  
3 RESOLUTION NO. 2012- 507  
4  
5

6 A RESOLUTION OF THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER  
7 MANAGEMENT DISTRICT APPROVING AN EXTENSION OF THE LEASE AGREEMENT AND  
8 APPROVING A WAIVER OF COMPETITION FOR PERO FAMILY FARMS, LLC, AS MORE  
9 PARTICULARLY DESCRIBED HEREIN; PROVIDING AN EFFECTIVE DATE.  
10

11 WHEREAS, the Governing Board, pursuant to Section 373.093 of the Florida Statutes, may  
12 lease lands or interests in land under terms and conditions determined by the Governing Board;

13 WHEREAS, pursuant to Lease Agreement No. C-13488, as amended, (the "Lease") with the  
14 District and Palm Beach County (the "County"), Pero Family Farms, LLC, a Florida limited liability  
15 company, f/k/a Pero Family Farms, Inc. ("Pero Farms") leases approximately 570.77 acres (the  
16 "Premises") as depicted in Exhibit "A" attached hereto and made a part hereof; and

17 WHEREAS, the District, the County and Pero Farms entered into a January 12, 2010  
18 amendment to the Lease whereby the Lease was extended through May 31, 2012; and

19 WHEREAS, the District, the County and Pero Farms desire to enter into another amendment  
20 to the Lease whereby the Lease shall be extended from June 1, 2012 through May 31, 2013; and

21 WHEREAS, the County, as the District's partner with respect to the Premises, has requested  
22 that the District approve and execute the aforementioned amendment extending the Lease through  
23 May 31, 2013; and

24 WHEREAS, based on the existing circumstances regarding the partnership with Palm Beach  
25 County and to allow District staff time to determine if the Premises should be recommended for  
26 surplus or retained and advertised for a new lease term through the competitive bid process, staff  
27 recommends that the Governing Board approve the amendment and the waiver of the competitive  
28 process with respect to this extension of the Lease.  
29

30 NOW THEREFORE, BE IT RESOLVED by the Governing Board of the South Florida Water  
31 Management District:  
32

33 **Section 1:** The Governing Board of the South Florida Water Management District approves a one-  
34 year extension through May 31, 2013 of District lease agreement no. C-13488 with Pero Family  
35 Farms, LLC.  
36

37 **Section 2:** The Governing Board of the South Florida Water Management District approves a  
38 waiver of competition with respect to lease agreement no. C-13488 with Pero Family Farms, LLC.

**Section 3.** The Governing Board of the South Florida Water Management District hereby authorizes the Bureau Chief of the District's Procurement Bureau to execute the instrument extending the lease agreement.

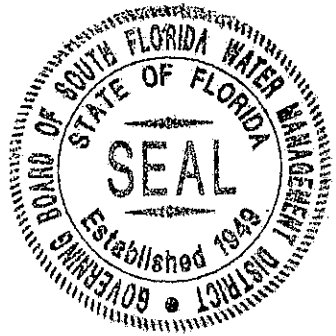
**Section 4.** This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 10 day of May, 2012.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: Joe Calhoun  
Chairman

ATTEST:  
Shirley McGarity  
District Clerk/Secretary



Approved as to form:

By: Debra C. Brown  
Office of Counsel

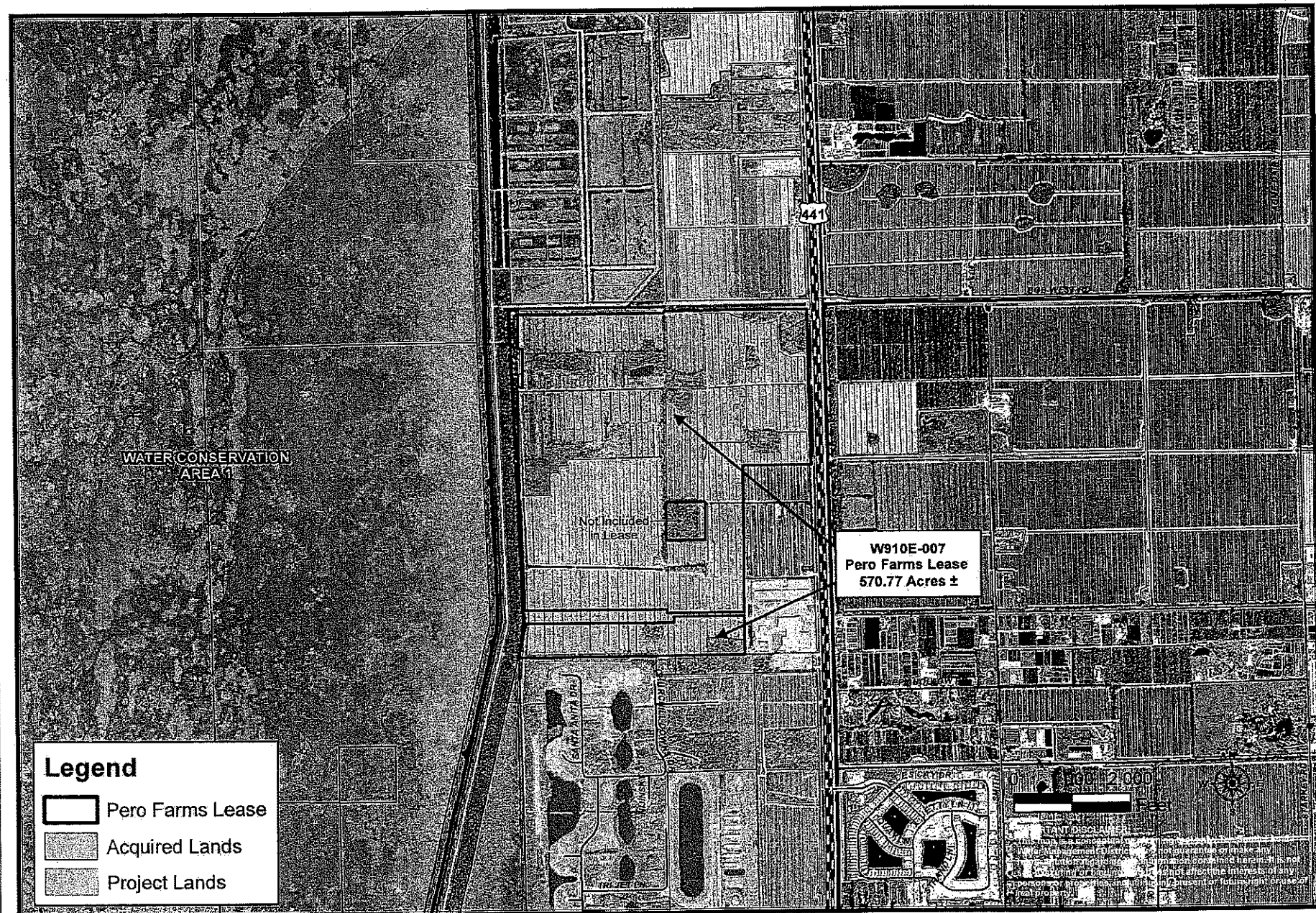
Print Name: DEBRA C. BROWN



# Exhibit "A" - Pero Farms Lease

ca\_om\_106\_ExhA\_map.pdf

May 10, 2012





CERTIFICATE OF LIABILITY INSURANCE

PEROFAM-02 IRELANDK

DATE (MM/DD/YYYY)  
5/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America - JUP Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Karen Ireland PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Karen.Ireland@ioausa.com
INSURED  Pero Family Farms Food Co. LLC dba Pero Family Farms LLC 14095 State Road 7 Delray Beach, FL 33446	INSURER(S) AFFORDING COVERAGE INSURER A : FCCI Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10178

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001WC11A67658	12/22/2011	12/22/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RECEIVED

MAY 07 2012

CERTIFICATE HOLDER  Palm Beach County Property & Real Estate Management Attn: Director 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



PEROFAM-02 IRELANDK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America - JUP Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Karen Ireland PHONE (A/C, No, Ext): (561) 776-0660 E-MAIL ADDRESS: Karen.Ireland@ioausa.com FAX (A/C, No): (561) 776-0670
INSURED  Pero Family Farms Food Co. LLC dba Pero Family Farms LLC 14095 State Road 7 Delray Beach, FL 33446	INSURER(S) AFFORDING COVERAGE INSURER A : American Safety Indemnity Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25433

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liabilit			EIL0256841001	5/14/2010	5/14/2013	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS \$ OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RECEIVED  
MAY 07 2012

CERTIFICATE HOLDER  Palm Beach County Property & Real Estate Management Attn: Director 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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RECEIVED

MAY 07 2012



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.  
5605 Glenridge Drive - Suite 300  
Atlanta, GA 30342

## CONTACT

NAME:  
PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No):  
E-MAIL:  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Charter Oak Fire Ins Co

INSURER B :St. Paul Fire &amp; Marine Ins Co

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED  
Pero Family Farms Food Company, LLC  
Pero Vegetable Co., LLC  
Pero Family Farms, LLC  
14095 State Road 7  
Delray Beach, FL 33446

## COVERAGES

CERTIFICATE NUMBER:QZJ5SPUR

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			Y6304692N816COF12	05/01/2012	05/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			Y8104692N816COF12	05/01/2012	05/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> Comp/Coll Ded - \$1,000						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB			ZUP-10R17323-12-NF	05/01/2012	05/01/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County is included as additional insured on the general liability policy referenced herein, as required by written contract subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

Palm Beach County BOCC  
Property & Real Estate Management  
Att: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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