

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$15,000</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$15,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

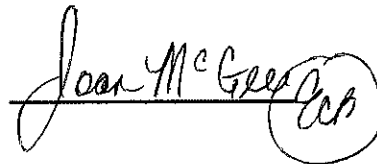
Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Dept. 310 Unit 1700 Object 8201
 Program _____

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

Agricultural Economic Development Program

C. Departmental Fiscal Review:

Jean McGee



III. REVIEW COMMENTS

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

Susan Neary 10/22/13

 KD OFMB/Budget
 10/22/13 *SN*

J. J. Gonsky 10/30/13

 Contract Development and Control

B. Legal Sufficiency:

Anne Delgent 10-31-13

 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 GRANT AGREEMENT is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and Urban Growers Community Economic Development Corporation, a non-profit corporation authorized to do business in the State of Florida (Federal I.D. 80-0814655), having its principal address at P.O. Box 2128, West Palm Beach, Florida, 33402, hereinafter referred to as GRANTEE.

W I T N E S S E T H:

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

WHEREAS, the Board of County Commissioners has determined that providing assistance and support to agriculture is essential to a stronger, more balanced, and stable economy in Palm Beach County; and

WHEREAS, GRANTEE desires to provide assistance and support by participating in the agricultural revitalization of a development region within COUNTY's geographic boundaries; and

WHEREAS, the creation of employment opportunities for residents of Palm Beach County will occur due to GRANTEE's participation in the agricultural revitalization; and

WHEREAS, the Board of County Commissioners has determined that GRANTEE is best able to provide such assistance and support, as set forth by the terms of this Grant Agreement; and

WHEREAS, the Board of County Commissioners has determined that it is in the public's best interests to award a grant to the GRANTEE pursuant to the terms of this Grant Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

I. RECITALS.

The foregoing recitals are correct and true at the time of execution of this Grant Agreement and are incorporated herein.

II. TERM.

This Grant Agreement shall commence upon execution by the parties hereto and remain in full force and effect until January 1, 2020.

III. GRANTEE'S PERFORMANCE OBLIGATIONS.

A. Agricultural Activities. GRANTEE shall cause that the agricultural revitalization activities contemplated by this Grant Agreement will be completed in accordance with the terms of this Grant Agreement. GRANTEE agrees that it shall be solely liable to COUNTY for performance under this Grant Agreement, and that, in the event of default, GRANTEE shall, as more specifically set forth hereinafter, refund to COUNTY the Grant Award.

B. Grant Award. GRANTEE shall create 2 new full-time jobs and 10 part-time jobs, as a direct result of the activities set forth in Exhibit A to this Grant Agreement, in Palm Beach County within thirty-six (36) months subsequent to the Effective Date of this Grant Agreement. The total grant award shall not exceed Fifteen Thousand Dollars (\$15,000). In the event the GRANTEE fails to create or maintain each new job for at least thirty-eight (38) months after job creation, or cause to be created, all of the aforementioned jobs and capital investment requirements, GRANTEE shall refund to COUNTY Two Thousand Five Hundred Dollars (\$2,500) per full-time job and One Thousand Dollars (\$1,000) per part-time job. GRANTEE shall provide evidence, satisfactory to COUNTY, substantiating the number, dates and salaries of all jobs created in Palm Beach County. Such evidence must be provided within thirty-eight (38) months after job creation. For the purposes hereof, a full-time job shall mean employment for a minimum of 2080 hours per year, paying a salary equal to or better than the minimum wage as determined by the Department of Labor. For the purposes of this Grant Agreement, the term salary means wages, gratuities, salaries, commissions, bonuses, drawing accounts (against future earnings), prizes and awards (if given by an employer for the status of employment), vacation pay, sick pay, and other payments consistent with the Florida Department of Labor and Employment Security definitions, paid to employees. For the purpose of this Grant Agreement, the term Eligible Expenses shall be those expenses related to the installation of a perimeter fence

and the installation of water located at 1400 Henrietta Avenue. For the purpose of this Grant Agreement, all newly created jobs cannot include transfer workers of the GRANTEE that are identified on the payroll of an existing GRANTEE facility that is located in Palm Beach County prior to the Effective Date of this Grant Agreement.

C. Verification of Terms and Conditions. As a further condition to receiving any Grant funds from COUNTY, the GRANTEE shall provide to COUNTY written verification, satisfactory to COUNTY in its sole discretion, that GRANTEE has satisfied the terms and conditions of this Grant Agreement, or caused the same to be satisfied.

D. Material Change of Circumstances. GRANTEE shall immediately notify COUNTY of any material change of circumstances at the business(es) identified on Exhibit A hereto. For the purposes hereof, material change of circumstances shall include, but not be limited to, the failure of the business(es) to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of more than 10% of the assets or stock or ownership interest in the business(es), the suspension, closing or cessation of operation of the business(es), voluntary or involuntary bankruptcy or an assignment for the benefit of such business(es) creditors. In the event of a material change of circumstances, COUNTY shall have the right to terminate this Grant Agreement, whereupon COUNTY shall have no further obligation to GRANTEE under this Grant Agreement.

IV. PAYMENT PROCEDURES, CONDITIONS.

A. Reimbursement of Eligible Expenses. Upon satisfaction of conditions set forth herein, COUNTY shall pay GRANTEE a grant award not to exceed Fifteen Thousand Dollars, \$15,000 (the "Grant Award"). GRANTEE shall only be entitled to receive the Grant Award available under this Grant Agreement in reimbursement of expenses related directly to the work as set forth on Exhibit A to this Grant Agreement, which is attached hereto and incorporated herein by reference (the "Eligible Expenses"). To be eligible for reimbursement, such expenses must be:

1. Incurred after December 1, 2013.
2. Incurred not more than twenty-four (24) calendar months subsequent to the Effective Date of this Grant Agreement.

B. Proper Documentation of Expenses. Requests for payment of Eligible Expenses incurred after the Effective Date of this Grant Agreement shall be submitted to COUNTY, and shall be

accompanied by proper documentation as determined by COUNTY in its sole discretion. For the purposes of this paragraph, originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation.

C. Reimbursement Deadline. Requests for payment of Eligible Expenses shall not be honored if received by COUNTY later than the expiration of the twenty-sixth (26th) calendar month following the Effective Date of this Grant Agreement. If GRANTEE fails to submit any requests for payment of Eligible Expenses by the expiration of the twenty-sixth (26th) calendar month following the Effective Date of this Grant Agreement, then COUNTY'S obligation under this Grant Agreement shall automatically terminate, thereby relieving COUNTY of any future obligations hereunder.

D. Failure to Comply. If the GRANTEE fails to comply with any of the provisions of this Grant Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Grant Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Grant Agreement.

E. Repayment of Funds. The GRANTEE shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of funds, including unlawful and/or unauthorized expenditures discovered after the expiration of this Grant Agreement. The GRANTEE shall also be liable to reimburse the COUNTY for any lost or stolen funds.

F. Termination of Grant Agreement. Termination of this Grant Agreement by COUNTY shall relieve COUNTY of any further obligation hereunder. Such termination shall not release GRANTEE from its obligations hereunder, including, without limitation, those relating to verification of jobs created and refunding any unearned portion of the Grant Award. Any portion of the Grant Award which is to be repaid to the COUNTY pursuant to this Grant Agreement is to be repaid by delivering to the COUNTY a cashier's check for the total amount due, payable to Palm Beach County Board of County Commissioners, within ninety (90) days of the COUNTY's demand therefore.

G. Remedy and Rights. Nothing contained herein shall be construed as limiting or waiving any rights of COUNTY from pursuing any other remedy which may be available to it under law. Nothing contained herein shall act as a limitation of the COUNTY's rights in the event the

GRANTEE fails to comply with the terms of this Grant Agreement.

V. COUNTY'S DEFAULT.

A. Nature of Default Notice. In the event that the COUNTY fails to comply with the terms of this Grant Agreement, then GRANTEE shall provide the COUNTY with notice detailing the nature of the default, whereupon COUNTY shall have 30 days within which to initiate action to correct the default and 90 days within which to cure the default.

B. Failure to Cure Default. In the event that the COUNTY fails to cure the default, GRANTEE shall have the right to terminate this Grant Agreement. The Effective Date of the termination shall be the date of the notice of termination by the GRANTEE.

VI. REPORTING REQUIREMENTS.

Commencing six (6) months following the Effective Date of this Grant Agreement, GRANTEE shall submit to COUNTY semi-annual reports satisfactory to COUNTY. These reports shall be submitted no later than thirty (30) days following completion of each reporting period. The final semi-annual report shall be submitted to the COUNTY no later than the thirty-eighth (38th) month after job creation. All grant payments made pursuant to this Grant Agreement shall be contingent on the receipt and approval of the semi-annual reports required by this paragraph. Failure of GRANTEE to submit satisfactory reports shall entitle COUNTY to terminate this Grant Agreement and demand a refund of the Grant Award.

VII. MAXIMUM GRANT AMOUNT.

In no event shall the reimbursements made to GRANTEE pursuant to this Grant Agreement exceed the maximum total Grant Award of Fifteen Thousand Dollars (\$15,000).

VIII. FINANCIAL ACCOUNTABILITY, REPORTS AND AUDITS.

The COUNTY may have an audit, a financial system analysis and/or an internal fiscal control evaluation of the GRANTEE performed by an independent auditing firm employed by the COUNTY or by the County Internal Auditor, at any time the COUNTY deems necessary to determine the capability of the GRANTEE to fiscally manage the Grant Award. Upon completion of all tasks contemplated under this Grant Agreement, copies of all documents and records relating to this Grant Agreement shall be submitted to the COUNTY if requested.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. 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 to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IX. PERFORMANCE.

The parties expressly agree that time is of the essence with regard to performance hereunder and failure by GRANTEE to complete performance within the times specified, or within a reasonable time if no time is specified herein, shall, at the option of the COUNTY, in addition to any other of the COUNTY'S rights or remedies, relieve the COUNTY of any obligation under this Grant Agreement.

X. INDEMNIFICATION.

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, whether at trial or appellate levels or otherwise, and causes of action of every kind and character, imposed against or incurred by COUNTY, arising during and as a result of their performance of the terms of this Grant 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, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the COUNTY, its respective agents, servants, employees or officers, nor shall the liability limits set forth in section 768.25, Florida Statutes, be altered or waived due to the foregoing indemnification. This paragraph shall survive the expiration or termination of this Grant Agreement.

XI. GRANTEE INSURANCE REQUIREMENTS.

GRANTEE shall, on a primary basis and at its sole expense, agree to maintain at all times during the life of this Grant Agreement insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under the Grant Agreement.

A. Commercial General Liability. GRANTEE shall agree to maintain Commercial General Liability at a limit of liability not less than **\$500,000** per occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by COUNTY's Risk Management Department.

B. Business Automobile Liability. GRANTEE shall agree to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per occurrence for all owned, non-owned and hired automobiles. In the event GRANTEE doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

C. Worker's Compensation Insurance & Employers Liability. GRANTEE shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

D. Additional Insured. GRANTEE shall agree to endorse the COUNTY as an Additional Insured with CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured shall read Palm Beach County Board of County Commissioners.

E. Certificate(s) of Insurance. Immediately following notification of the award of this Grant Agreement, GRANTEE shall agree to deliver to COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Grant Agreement have been obtained and are in full force and effect. The certificate(s) of insurance shall include a

minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Certificate Holder shall be:

Palm Beach County
Office of Agricultural Economic Development
559 N Military Trail
West Palm Beach, Florida 33415

F. Right to Review. COUNTY, by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this Grant Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

XII. AVAILABILITY OF FUNDS.

The COUNTY'S obligation to pay under this Grant Agreement is contingent upon annual appropriation for such purpose by the Board of County Commissioners.

XIII. REMEDIES.

This Grant Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Grant Agreement will 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.

XIV. NON-DISCRIMINATION.

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, familial status, sexual orientation, gender identity and expression.

XV. SEVERABILITY.

If any term or provision of this Grant Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Grant Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term

and provision of this Grant Agreement shall be deemed valid and enforceable to the extent permitted by law.

XVI. ENTIRE GRANT AGREEMENT.

The COUNTY and the GRANTEE agree that this Grant Agreement sets forth the entire Grant 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 Grant Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

XVII. CONSTRUCTION.

No party shall be considered the author of this Grant Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Grant Agreement. Thus, the terms of this Grant Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

XVIII. SURVIVAL.

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

XIX. ASSIGNMENT.

GRANTEE may not assign this Grant Agreement or any interest herein without the prior written consent of COUNTY, which may be granted or withheld at COUNTY's sole and absolute discretion.

XX. GOVERNING LAW & VENUE.

This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Grant Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

XXI. BINDING EFFECT.

This Grant Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.

XXII. EFFECTIVE DATE OF GRANT AGREEMENT.

This Grant Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and

approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

XXIII. HEADINGS.

The paragraph headings or captions appearing in this Grant Agreement are for convenience only, are not part of this Grant Agreement, and are not to be considered in interpreting this Grant Agreement.

XXIV. WAIVER.

No waiver of any provision of this Grant Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XXV. NOTICE.

All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or Federal Express, or alternately shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate 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:
Mr. Stewart W. Bosley, Jr.
Urban Growers Community Economic Development Corporation
P.O. Box 2128
West Palm Beach, FL 33402

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

XXVI. NO THIRD PARTY BENEFICIARY.

No provision of this Grant Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Grant Agreement, including but not limited to any citizen or employees of the COUNTY and/or GRANTEE.

XXVII. REGULATIONS: LICENSING REQUIREMENTS.

The GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. GRANTEE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(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 Grant Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

ATTEST:

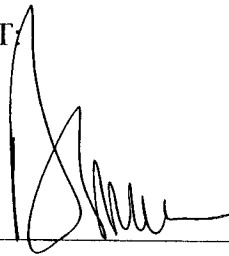
SHARON R. BOCK,
Clerk & Comptroller

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


By: _____
Deputy Clerk

By: _____
Steven L. Abrams
Mayor

ATTEST:

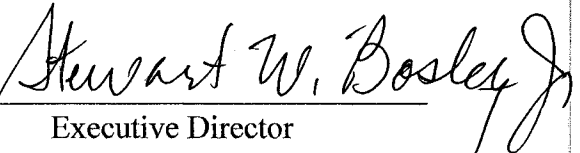


Witness



Witness

Urban Growers Community
Economic Development Corporation
Federal I.D. Number:

By: 
Executive Director

Date: 10/21/13

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

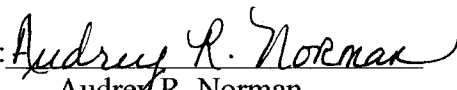
By: 
Audrey R. Norman
Department Director

EXHIBIT A

PROJECT DESCRIPTION AND GRANT UTILIZATION

Project: Located at 1400 Henrietta Avenue, West Palm Beach, the project is a 1.50 acre urban farm within the Coleman Park Neighborhood. Property has been leased by the City of West Palm Beach for a period of three (3) years. The entire project will be funded in part by the County (\$15,000) and the Florida Department of Agriculture and Consumer Services (FDACS) (\$25,000). The County will provide funding for a perimeter fence and the installation of water service. FDACS will fund a three-stage project which will include the following: Phase I: 2,100 sq ft shade house and irrigation system for cultivating various vegetable crops. Creation of a new Community Supported Agriculture (CSA) operation to provide a Farmer's Market Basket Program. Phase II & III: Three (3) additional shade houses; Farm 2 Fork Café; on-site agricultural training center for nutritional and health food training classes; and construct solar array to power security lighting and on-site water pumps. The intent of the project to provide fresh and affordable vegetables in an area with limited public transportation and designated as a "food desert".

FIXED EXPENSES LIST:

DESCRIPTION:

Perimeter Fence	1 unit	\$10,000.00
Installation of Water Service	1 unit	\$ 5,000.00
	TOTAL	\$15,000.00

Site Location:

1400 Henrietta Avenue
West Palm Beach, Fl 33402

Contact:

Mr. Stewart W. Bosley, Jr
Executive Director
Urban Growers Community Economic Development Corporation
P.O. Box 2128
West Palm Beach, Fl 33402



Inter-Office Communication

DATE : October 8, 2013

TO: OFMB

FROM: Audrey Norman, County Extension Director

A handwritten signature in cursive script that reads "Audrey R. Norman".

RE: **Non-Board Budget Transfer – BGEX 420 100813*71**

Please process the following budget transfer for County Cooperative Extension:

<u>Account Number</u>	<u>Account Name</u>	<u>Increase</u>	<u>Decrease</u>
0001-310-1700-3401	Other Contractual Services		\$15,000
0001-310-1700-8201	Contributions –Non-Governmental Agencies	\$15,000	

This request is to reclassify amounts to the correct object code. This request does not change the total budget approved by the BCC.

Please let me know if you have any questions or concerns.

Thank you



**County Cooperative
Extension Service**

559 North Military Trail
West Palm Beach, FL 33415-1311
(561) 233-1712
Fax: (561) 233-1768
www.pbcgov.com/coextension



**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Chairman

Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

3 November 2001

Mr. Steven L. Abrams, Mayor
Members of the Board of County Commissioners
Palm Beach County
301 N Olive
West Palm Beach, Fl 33401

Dear Mayor Abrams:

On May 15, 2013, the Palm Beach County Agricultural Enhancement Council voted (5-0), to recommend, based on the job-creation criteria, the required financial commitment of the business, and upon staff recommendation, a grant totaling \$15,000 for capital improvements to the Urban Growers Community Economic Development Corporation. Located at 1400 Henrietta Avenue, West Palm Beach, Florida, this non-profit corporation is a high-density 1.5-acre urban farming operation.

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

Yours truly,

A handwritten signature in black ink that reads "Dan Coffman".

Dan Coffman
Acting Chair
Palm Beach County Agricultural Enhancement Council

c/file

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

URBAN MARKET GARDEN LEASE & OPERATING AGREEMENT

1400 Henrietta Avenue

Contract No. 11876

THIS URBAN MARKET GARDEN LEASE AGREEMENT ("Lease") is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation ("City" or "Landlord") with an address of 401 Clematis Street, West Palm Beach, Florida 33401 and **URBAN GROWERS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION**, a Florida nonprofit corporation ("Tenant"), with an address of 401 N. Rosemary Avenue, West Palm Beach, Florida 33401;

Tenant desires to develop and operate an urban market garden. City is willing to lease land to Tenant for that purpose on the terms and conditions described in this Lease:

1. Leased Property.

1.1 Parcel. City leases to Tenant for the Term established in this Lease, and under the terms and conditions in this Lease, the 1.52+/- acre parcel with a street address of 1400 Henrietta Avenue, West Palm Beach and legally described as:

All that part of N ½ of NE ¼ of SE ¼ W of RY, the above being the real property described under Tax Certificate Number 18284 in the Tax Deed recorded in Official Record Book 19095, Page 1332 in the Public Records of Palm Beach County, Florida;

PCN# 74-43-43-16-00-000-1120

the "Parcel", as shown in Exhibit A.

1.2 Area. City and Tenant agree that the area measurement of the Parcel is an approximation and that no terms of this Lease shall be subject to revision whether the actual square footage is more or less.

1.3 As-Is. Tenant acknowledges that City is not making any representations, warranties, promises, or guarantees of any kind to Tenant, including, without limitation, any representations about the quality, condition, or suitability of the Parcel for use as an urban market garden. In deciding to enter this Lease, Tenant has made its own independent evaluation of the suitability of the Parcel for an urban market garden, and accepts the Parcel in its present condition.

1.4 Environmental assessment. If Tenant intends to establish an urban market garden with plant beds that are not separated from the ground by a physical barrier, Tenant shall, at Tenant's expense, obtain a phase I environmental site assessment to determine if any soil contamination exists. Such soil must be tested for any contaminants that would render it unsuitable for cultivating food on topsoil, including, but not limited to, lead and other toxic heavy metals; industrial solvents; gasoline; oils and greases; perchlorethylene; and other chemicals that can be transmitted to people via soil contact or consumption of foods grown in such soil. If any historical sources of contamination are identified in the environmental site assessment, Tenant shall conduct all appropriate testing to determine the type and level of contamination, and conduct the appropriate remediation procedures to ensure that soil is suitable for gardening. City makes no representation that the Parcel is suitable for the growing of crops or produce or use as an urban market garden.

2. Term.

2.1 Term. The term of this Lease is three (3) years, unless terminated or renewed as provided in this Lease.

Urban Growers – Urban Garden
11876
091213

2.2 **Renewal.** This Lease may be renewed, at the sole option of the City, for two (2) additional years, under the same terms and conditions, by execution by both City and Tenant of a formal written Lease Amendment. Notwithstanding the foregoing, Lease renewal may be subject to renegotiation of the rent terms.

3. **Use of Parcel.**

3.1 **Allowed Uses.**

- a. Tenant shall use the Parcel as an urban market garden for the purpose of providing sustainable farming education, job training and employment opportunities, while making affordable produce available for local consumption. Tenant shall grow produce and horticultural plants for sale at the market to be established on the Parcel. A café utilizing the produce produced on the Parcel may also be established. Sales from the market and café, and any off-site sale of produce, is allowed for the purpose of funding the Tenant's operations of the Parcel.
- b. Tenant may utilize hydroponic growing methods, along with a compatible aquaponic system in which fish are raised and the water resources and nutrients produced used to water and fertilize the plants and produce.
- c. Tenant may maintain plants that attract bees necessary for pollination, but may not keep more than one beehive on the Parcel.
- d. The following may be allowed only as ancillary uses: hoop houses, crop processing area, cistern water reclamation system, storage sheds, café restaurant, produce/green market.

3.2 **Prohibited Uses.** The following uses and activities are prohibited on the Parcel:

- a. Raising of poultry or livestock is prohibited.
- b. Planting of illegal plants or crops is prohibited.
- c. The importing of plants or produce grown off-site is prohibited; notwithstanding, until Tenant produces sufficient produce for the green market, Tenant may supplement the weekly on-site green market.
- d. Motorized-powered equipment of greater than ten (10) horsepower is prohibited.
- e. Use of synthetic chemical materials and/or chemicals, such as those found in pesticides, herbicides, weed killers, insecticides, and fertilizers is prohibited
- f. No alcoholic beverages are allowed on the Parcel.
- g. Storage of automobiles or other motorized vehicles is prohibited.
- h. Tires shall not be stored on site.
- i. Storage of non-functioning equipment is prohibited.
- j. No persons shall reside on the Parcel.
- k. No gambling on the Parcel.
- l. Commercial for-profit use of the Parcel is prohibited.

4. **Improvements.**

4.1 **Conceptual Approval.** Tenant acknowledges that the conceptual approval of the proposed urban market garden Conceptual Plan, attached as Exhibit B, by the City Commission of the City of West Palm Beach are from the perspective of land owner, not as a governmental entity and, therefore, its review need not be limited to governmental requirements ("Conceptual Approval"). Tenant acknowledges that such Conceptual Approval does not (a) constitute the approval of the City in its governmental capacity, nor (b) confer any rights upon Tenant to have any such plans approved by the City in its governmental capacity.

4.2 Site Plan approval. Level I zoning site plan approval required for the urban market garden. The site shall be designed and maintained to prevent draining onto adjacent properties.

4.3 Planting setbacks and buffer requirements.

- a. All planting shall be planted no closer than ten (10) feet to the front, side or rear property lines. Cultivated area shall not encroach onto adjacent properties.
- b. A minimum five (5) foot wide perimeter landscape buffer and right-of-way landscaping that comply with City Code is required; and,
- c. The remaining setbacks shall contain mulch (excluding red/colored mulch or mulch made from toxic wood), sod, pavers or rocks and shall be contained within the Parcel.
- d. All plantings shall comply with the visibility at intersections requirements of City Code.

4.4 Structural Improvements. Tenant may construct or install structures or structural improvements on the Parcel only in compliance with the following requirements:

- a. Hoophouses, shadehouses, greenhouses and similar structures for the growing of produce may be constructed.
- b. Sheds, shade pavilions, farm stands, restrooms, offices or other structures that are not used for cultivating crops, including a café restaurant, shall not, in total, exceed fifteen percent (15%) of the Parcel area.
- c. All structures shall meet the requirements of City Code for height, setbacks, etc.
- d. All structures shall comply with all building code requirements.
- e. Developer shall have the responsibility, at its sole expense, to submit all required applications and documentation for any structural construction or installation to the City of West Palm Beach, its boards and all other governmental authorities, to pay all permit fees and to obtain all governmental approvals applicable to the construction or installation of the improvements.
- f. Tenant must maintain any approved structures in good condition and repair.

4.5 Fencing. Tenant may, at its sole cost, install a perimeter fence. All fencing shall comply with the requirements in the City Code. Tenant shall be responsible for maintenance of any approved fencing.

4.6 Signage. High freestanding signs are prohibited, in accordance with City Code. All other signs shall comply with City Code requirements. Tenant shall obtain City zoning division approval prior to installation of any signs.

4.7 Parking. Tenant shall ensure that there is a minimum of four (4) on-site parking spaces plus one (1) additional on-site parking space per 200 square feet of building/structure installed, excluding sheds, greenhouses, hoophouses, or coldframes. Parking shall meet all requirements of the City Code.

4.8 This Lease is subject to all applicable planning and zoning ordinances, governmental rules and regulations and all other encumbrances, restrictions and easements affecting the Parcel.

5. **Phased Development.**

5.1 Tenant shall have either: (i) planted at least 50% of the garden area of the Parcel; or (ii) constructed and planted at least two (2) of the shadehouses, within six months of execution of this Lease. Failure to meet this requirement shall be a material default of this Lease for which the Lease may be terminated.

5.2 Tenant shall be operating an urban garden market on the Parcel for the sale of produced grown on the Parcel within one year of the execution of this Lease. Failure to meet this requirement shall be a material default of this Lease for which the Lease may be terminated.

6. **Operation & Maintenance.**

6.1 **Hours of Operation.** Gardening activities at the Parcel may take place from sunrise to sunset. The market shall not operate after 9:00 p.m. There shall be no operations or activities on the Parcel from 10:00 p.m. to sunrise.

6.2 **Continuous Operation.** Tenant shall continuously operate the urban garden market in compliance with this Lease, except if Tenant is prevented from doing so by causes beyond the reasonable control of Tenant. Tenant acknowledges that continuous operation is a material requirement of this Lease and failure to operate the urban garden market for sixty (60) consecutive days shall be a material default of this Lease and grounds for termination of the Lease.

6.3 **Limited Access.** To the best of Tenant's ability, Tenant shall limit access to the Parcel only to those individuals authorized by Tenant to work at the urban garden market, and to patrons and customers of the urban garden market while the market is open.

6.4 **Utilities.** Tenant shall have sole responsibility for obtaining and paying for all water, electricity, sewage, storm sewer, or any other utility service used on the Parcel during the Lease Term, including all connection fees.

6.5 **Trash Collection.** Tenant shall have sole responsibility for obtaining and paying for all trash collection services for the Parcel.

6.6 **Certificate of Use / Business Tax Receipt.** Tenant shall obtain a Certificate of Use and Business Tax Receipt from the City prior to making any sales.

6.7 **Parcel Maintenance.**

- a. Tenant must maintain the Parcel so that it does not become overgrown with weeds, infested by invasive exotic plants or vermin, or a source of erosion or stormwater runoff.
- b. Tenant shall keep the Parcel clean and free of trash and debris and the plants and landscaping watered and well maintained.
- c. Tenant shall keep sidewalks and curbs adjacent to and within the Parcel clean and free from garbage, debris and other obstructions or hazards.
- d. Tenant shall keep the Parcel free from any obstacles or hazards that might affect the safety of neighbors and pedestrians.
- e. Tenant shall make a reasonable effort to keep tools stored away when not in use for gardening.
- f. Tenant shall keep the Parcel free of noises or odors that might diminish the quality of life of neighbors.

6.8 Noise. Motorized-powered equipment for cultivating or maintenance purposes of greater than ten (10) horsepower is prohibited.

6.9 Fertilizers and Chemicals. The use of synthetic chemical materials and/or chemicals, such as those found in pesticides, herbicides, weed killers, insecticides, and fertilizers is prohibited. The use of materials and practices used for organic production found in the Organic Materials Review Institute ("OMRI") guidelines is strongly encouraged.

6.10 Composting. Composting of vegetable matter will be allowed, provided the compost material is from the Parcel urban market garden itself. No other compost material is allowed. Compost and organic matter to be used for the urban garden shall not be stored in open air, and shall be contained in appropriate containers which shall be located with a 25-foot setback from all rights-of-way and a five (5) foot setback from all property lines. Such containers shall be maintained to prevent odors and prevent the harborage of rodents and pests. All compost must be secured in a bin and maintained so as not to create a fire hazard or odor nuisance.

6.11 Storage of toxic and flammable materials. Storage of toxic and flammable materials are regulated as follows:

- a. Only fuel used for the operation of lawnmowers or other combustion engine-driven gardening machinery may be stored on site and shall be kept in sealed containers in locked, ventilated structures in accordance of the National Fire Protection Association ("NFPA") Code 30: Flammable and Combustible Liquids. A maximum of ten (10) gallons of fuel is allowed to be stored at the urban market garden at any given time. No other flammable materials or chemicals are allowed.
- b. Tires shall not be stored on site
- c. Toxic materials, such as pressure treated wood (creosote), shall not be used where they will come into contact with soils that are growing food.

6.12 Hurricane or Tropical Storm. In the event of a tropical storm or hurricane watch, Tenant shall take all appropriate actions to store all loose equipment, fixtures and items located on the Parcel and to secure all plants and structures and take every reasonable precaution to prevent any such items/structures from becoming flying debris.

6.13 No City Responsibilities. Tenant has sole responsibility for the planning, setup, management, and carrying out of operations of the urban garden market on the Parcel, including, without limitation. City has no obligation to obtain any permits, provide any approvals, make any alterations, improvements, or repairs of any kind on the Parcel, or to provide any services or other support.

7. Use of Revenue & Reporting.

7.1 Use of Revenue from Sales. The produce and horticultural plants grown in the urban market garden may be sold at the market and café on the Parcel and off-site, provided the earnings/revenue are utilized to fund the operation of the urban garden market at the Parcel. In addition, after the first year, ten percent (10%) of the revenue from the operation of the community garden market on the Parcel shall be donated back to the community through ability of City residents to use a plot on the Parcel to grow produce; or ability of City residents to purchase the produce or fish produced at reduced prices; or donation of produce or food or funds to a nonprofit community organization or food bank.

7.2 Operational Reports. In June of each year, Tenant shall provide a report to City Administration describing the status of the urban market garden and its accomplishments since the last report, along with any information Tenant believes the City should be made aware. This report shall also detail how Tenant has made its 10% donation of revenue back to the community, as required by this Lease. Tenant shall also include it this

report a statement as to whether it is in full compliance with the terms of this Lease, or if not, how and when any non-conformance will be remedied. Tenant may include color photographs. This report shall indicate that it is submitted to the City for compliance with the terms of this Lease.

7.3 Financial Reports. Tenant shall provide City with a copy of its annual financial reports, prepared by a certified public accountant, within ninety (90) days of the end of each fiscal year covering all or a part of the Lease Term. Failure to provide this report shall be a material default of this Lease.

8. Rent & Payments.

8.1 Base Rent. Tenant will pay City annual rent in the amount of Ten Dollars (\$10.00) payable within ten (10) calendar days of the execution of this Lease, and annually thereafter, without demand, deductions, setoffs or counterclaims, in accordance with the terms of this Lease.

8.2 Percentage Rent. Commencing with the third year of the initial Term of this Lease, Five Percent (5.0%) of the earnings of the urban market garden shall be paid to the City on a monthly basis. Payment along with proof of monthly earning shall be provided to City in no later than the 15th of the following month.

8.3 Late Payment. Tenant's failure to pay Rent within five (5) business days of when the payment is due breaches this Lease. If that happens, City will have all the rights and remedies available under this Lease and at law. In addition, City may charge Tenant a late charge of Twenty Five Dollars (\$25.00) per month until payment is received. Any late charges becoming due under this paragraph shall be Additional Rent.

8.4 Returned Check Fee. If any check for Rent or other sums due under this Lease is returned by the bank for insufficient funds or other reason, then, in addition to any other right or remedy available to City as a result of such default, Tenant shall pay to City a returned check fee of Fifty Dollars (\$50.00) to reimburse City for the costs and expenses associated with such returned check. Such returned check fee shall be Additional Rent.

8.5 Additional Rent. All sums of money or charges payable to City from Tenant under this Lease, other than Base Rent, are defined as "Additional Rent" and are due without deduction, setoff or counterclaim. Additional Rent shall be paid without demand, on the first day of each month. Base Rent plus Additional Rent are collectively referred to hereinafter as "Rent".

8.6 Rent Payments. All Rent payments shall be made payable to the City of West Palm Beach and delivered to the Finance Department, Attn: Accounts Receivable, P.O. Box 3366, West Palm Beach, FL 33402-3366. All Rent shall be payable in U.S. currency, drawn on either a Florida financial institution or on a financial institution that is a member of the Federal Reserve System.

8.7 Partial Payments. No payment to or receipt by City of a lesser amount than that due shall be deemed to be other than on account of the total obligation due. No endorsement of a statement on any check or other communication accompanying a check for payment of any amounts payable under this Lease shall be deemed to be an accord and satisfaction and City may accept such check without prejudice to City's right to recover the balance of any sums owed by Tenant.

8.8 Property Tax. Tenant and City acknowledge and agree that real estate taxes are not currently assessed against the Parcel, but that in the event that at any time during the Term of the Lease the Parcel shall be assessed for tax purposes, Tenant shall timely pay all ad valorem real property taxes and assessments, general and special, levied or assessed by a lawful authority against all or any portion of the Parcel or the leasehold interest and such other reasonable costs and fees incurred by City in contesting any such taxes, assessments or charges, and/or negotiating with any lawful authority with respect thereto. City shall furnish Tenant with a copy of annual or other tax statements, when received. City or Tenant will not seek any agricultural tax exemption afforded by the local, state, or federal tax regulations.

8.9 Other Taxes. Tenant will have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with Tenant's operations. Tenant will have sole responsibility for paying all personal property taxes or assessments levied on Tenant's personal property on the Parcel and all income or sales taxes and any other applicable taxes, assessments, and charges assessed against or relating to the Parcel or the operations of the urban garden market on the Parcel.

8.10 Tax Payments. Tenant shall make all property or other tax payments prior to delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any and all of the above items in installments, then Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment with any applicable interest before delinquency. Tenant may, at its sole cost and expense, contest the validity of such tax without being in default for nonpayment of taxes under this Lease, provided that Tenant provides written notice to City of Tenant's intention to contest the taxes. If Tenant contests any such tax, assessment, or charge, then Tenant may, if permitted by state law, withhold or defer payment or pay under protest but shall protect City and the Parcel from any lien by adequate surety bond or other appropriate security.

9. Sub-lease. Tenant may not sublease the whole or any portion of the Parcel to any third party. Tenant may grant licenses to third parties to utilize portions of the Parcel to grow produce, consistent with all terms and conditions of this Lease. At all times, Tenant shall be responsible for ensuring that all of Tenant's licensees comply with the terms and conditions of this Lease. Tenant may not assign this Lease to any other party.

10. Damage or Destruction of Parcel.

10.1 If the Parcel, or any portion thereof, is destroyed or damaged so as to materially hinder effective use of the Parcel as an urban garden market pursuant to this Lease, then the City may elect to terminate this Lease. In no event shall City be required to repair or replace Tenant's merchandise, trade, fixtures, furnishings or equipment.

10.2 If this Lease is not terminated, then all insurance proceeds of Tenant, however recovered, shall be made available for payment of the cost of repair, replacing and rebuilding. Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to the damage or destruction. Tenant shall be entitled to an abatement of the Percentage Rent due during the reconstruction period.

11. Insurance.

11.1 Insurance. Tenant will, at its own cost, take out and maintain without interruption during the term of this Lease:

Comprehensive General Liability insurance naming City as an additional insured, affording coverage for bodily and personal injury liability, including liability for death, and property damage, or a combination thereof, in an amount not less than than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate. Coverage shall be made on an "occurrence" basis and not a "claims made" basis.

Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

11.2 Additional Insured. City shall be named as an Additional Insured on Tenant's insurance policy. City will not pay any cost to be named.

11.3 Certificate of Insurance. On or before City delivers possession of the Parcel to Tenant, Tenant will provide City with a copy of the insurance policies required under this Lease. Tenant will deliver to City evidence of each renewal or replacement of any required insurance policy at least ten (10) days prior to the expiration of such policy. In lieu of the actual policies, Tenant may deliver to City a certificate of insurance evidencing Tenant's insurance policies, provided that City also receives a copy of the endorsement naming City as an additional insured.

12. Indemnification.

12.1 Tenant will defend, indemnify, and hold City and City's commissioners, officers, employees, agents, and assigns (City and such persons are referred to collectively as "City Parties"), harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees (together, "Losses"), including, without limitation, Losses arising from any death, property damage, or injury of any nature whatsoever that may be suffered or sustained by Tenant or any of Tenant's licensed gardeners, employees, contractors, family members, guests, or any other person in a relationship with Tenant or Tenant's licensed gardeners or otherwise participating in or present in the urban garden market on the Parcel (Tenant and such persons are referred to collectively as "Tenant Parties"), which may arise directly or indirectly from (a) Tenant Parties' use or operation of the urban garden market or presence on the Parcel, or (b) any breach by Tenant of this Lease, including, without limitation, Tenant's failure to enforce the terms and conditions of this Lease; except to the extent the Loss is directly caused by the gross negligence or willful misconduct of City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Lease or otherwise. This paragraph shall not be construed to require Tenant to indemnify City for City's own negligence, or intentional acts of City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of City sovereign immunity under Section 768.28, Florida Statutes. This Section will survive any termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

12.2 Waiver of Liability. Tenant releases and waives all claims against any City with respect to or arising out of (a) any death or any injury of any nature whatsoever that may be suffered or sustained by Tenant from any causes whatsoever, except to the extent that such injury or death is directly caused by the gross negligence or willful misconduct of such City; (b) any loss or damage or injury to any property on or about the Parcel belonging to Tenant, except to the extent such injury or damage to property is not covered by insurance carried (or required to be carried) by Tenant and is directly caused by gross negligence or willful misconduct of such City; or (c) the condition of the Parcel and suitability of the Parcel for use as an urban garden market. Subject to the prior provisions, City shall not be liable for any damage or damages of any nature whatsoever to Tenant caused by explosion, fire, theft, crime, or negligent behavior, by sprinkler, drainage, plumbing, or irrigation systems, by failure for any cause to supply adequate drainage, by the interruption of any public utility or service, by steam, gas, water, rain, or other substances leaking, issuing, or flowing into any part of the Parcel, by natural occurrence, riot, court order, requisition, or order of governmental body or authority, or for any damage or inconvenience which may arise through repair, maintenance, or alteration of any part of the Parcel, or by anything done or omitted to be done by Tenant Parties or any other person on the Parcel. In addition, City shall not be liable for any Losses for which Tenant is required to insure. This Section will survive any termination of this Lease with respect to any damage, injury or death occurring prior to such termination.

13. Default and Remedies.

13.1 Events of Default. The occurrence of any one of the following shall constitute an Event of Default and breach of this Lease by Tenant:

- a. Tenant fails to pay Base Rent, Additional Rent, or other sums when due and does not cure such failure within five (5) business days of Tenant's receipt of written notice of such failure by City;

b. Tenant fails to comply with the insurance requirements of this Lease and does not cure such failure within five (5) business days of Tenant's receipt of written notice of such failure by City;

c. Tenant fails to keep the Parcel in clean and orderly condition or make any repairs and does not cure such failure within five (5) business days of Tenant's receipt of written notice of such failure by City;

d. Tenant fails to operate the urban garden market for 60 consecutive days;

e. Tenant fails to operate and maintain the urban garden market and Parcel in accordance with the terms and conditions of this Lease and does not cure such failure within five (5) business days of Tenant's receipt of written notice of such failure by City;

f. Tenant allows any prohibited acts or uses on the Parcel;

g. Tenant fails to meet the phased development requirements of Section 5 of this Lease.

h. Tenant fails to use revenue or provide the reports as required under this Lease and does not cure such failure within five (5) business days of Tenant's receipt of written notice of such failure by City;

i. Tenant fails to perform any other term, condition or obligation of Tenant under this Lease (other than payment of rent, taxes or any other sums due, or to maintain the required insurance coverage) and does not cure such failure within thirty (30) days of Tenant's receipt of written notice of such failure from City;

j. Tenant's assignment of this Lease or subletting of the Parcel or any portion thereof except as permitted in this Lease;

k. The dissolution or liquidation of Tenant's corporation;

l. The subjecting of any right or interest of Tenant in the Parcel to attachment, execution, lien or other levy, or to seizure under legal process, if not released within twenty (20) days;

m. The appointment of a receiver, who is not removed within sixty (60) days after appointment, to take possession of the Parcel or improvements or of Tenant's interest in the leasehold estate or of Tenant's operations on the Parcel for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, or pursuant to any mortgage permitted by provisions of this Lease;

n. An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities; or for reorganization, liquidation, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceedings, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing, or other initial event;

o. Tenant commits waste to the Parcel and does not cure such failure within five (5) business days of Tenant's receipt of written notice of such failure by City;

p. Tenant receives two notices of default within any six (6) month period,

notwithstanding any subsequent cure of the default identified in such notices;

- q Tenant's failure to cooperate with the Inspector General of Palm Beach County.

13.2 City's Remedies. Upon the occurrence of an Event of Default, (and failure to cure if a cure period is provided by this Lease) City may, if it so elects, terminate this Lease by giving five (5) days written notice of such termination to Tenant, whereupon this Lease shall automatically cease and terminate and Tenant shall be immediately obligated to quit the Parcel.

13.3 City's Default and the Tenant's Remedies. City shall be in default of this Lease if City fails to perform and observe any of its obligations required to be performed under this Lease or applicable law, and fails to cure such default within thirty (30) days of City's receipt of written notice of such default from the Tenant; provided, however, that if the nature of City's default is such that it cannot reasonably be cured within such 30 day period, then City shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure to the Tenant's reasonable satisfaction.

13.4 Non-Waiver: Remedies Cumulative. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No action or inaction by City shall constitute a waiver of a default. No waiver by either party of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time. All rights, powers and remedies under this Lease are cumulative and not alternative and will be in addition to all rights, powers, and remedies given at law or in equity. The exercise of any one or more of these rights or remedies will not impair the right to exercise any other right or remedy including any all rights and remedies under or any similar, successor, or related laws.

14. Termination.

14.1 Expiration. This Lease shall terminate without further notice at expiration of the Lease Term or any renewal term. Tenant waives any notice to vacate or quit the Parcel and agrees that City shall be entitled to the benefit of all provisions under law respecting the summary recovery of possession of the Parcel from a tenant holding over. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Parcel except as otherwise expressly provided in this Lease.

14.2 At Will. This Lease may be terminated at any time by either City or Tenant without cause. Such a termination will be effective ninety (90) days after delivery by the terminating party to the other party of a written notice of termination under this Section.

14.3 Breach by Tenant. I

- a. City may terminate the Lease immediately and without notice for any of the following reasons:
 - i) use of the Parcel for any illegal purpose;
 - ii) creation of danger to the neighborhood; whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to persons or property in the vicinity;
 - iii) Tenant fails to operate the urban garden market for 60 consecutive days;

- iv) Tenant fails to meet the phased development requirements of Section 5 of this Lease;
- v) Tenant fails to comply with requests from the Inspector General of Palm Beach County.

b. If Tenant is in default of any other provision of the Lease, City shall give Tenant notice of such default as specified in this Lease. If no cure period is specified, the Tenant will have thirty (30) calendar days to cure. If the default is not cured in the 30-day period, the Lease shall automatically terminate without further notice. City will, in its sole discretion, determine whether the breach has been cured.

c. In the event City serves Tenant more than two (2) notices of default in any six-month period, the City may terminate this Lease with 30-day notice and no further opportunity to cure, notwithstanding any subsequent cure of the defaults identified in such notices.

14.4 Abandonment – In the event that the urban market garden is not in operation for 60 consecutive days, this Lease shall expire without opportunity to cure.

14.5 Return of Parcel. Upon termination of the Lease, Tenant shall remove Tenant's personal property, all fences, structures and signs installed, shall remove all plantings and shall sod the Parcel. Tenant will leave and surrender the Parcel to City. Any other notice to quit or notice of City's intention to reenter the Parcel is hereby expressly waived by Tenant.

14.6 Personal Property. If Tenant or any gardener leaves any of its personal property, equipment or removable fixtures on the Parcel after the termination of this Lease, such personal property, equipment or removable fixtures may be removed from the Parcel by City, pursuant to the authority of this Lease or by law, may be removed and stored by City, at the risk, cost and expense of Tenant. City shall not be responsible for the value, preservation or safekeeping of such property, equipment or removable fixtures. City may store it at a warehouse or any other location for Tenant's account and at Tenant's cost and risk. City will release the property only when Tenant pays all charges relating to storage and any other amounts Tenant owes under this Lease. Any such property not re-taken from storage by Tenant within thirty (30) days shall be conclusively deemed to have been forever abandoned by Tenant and City may dispose of same in such manner as City shall choose, but such disposal shall not relieve Tenant of the obligation to reimburse City for the cost of removal, storage and disposition of such property.

14.7 Holding Over. If City terminates this Lease, any holding over by Tenant after termination of this Lease without City's express written consent is not a renewal or extension of the Lease and will not give Tenant rights in or to the Parcel. If Tenant retains possession of the Parcel or any part thereof after the termination of the Lease, then in addition to its other rights and remedies provided by law, City may proceed to recover possession of the Parcel by legal process or by reentry and possession. The Tenant hereby grants to City a license to enter into the Parcel upon termination, with or without process of law, and to repossess the Parcel and to expel or remove Tenant, and, at Tenant's expense, any and all Tenant's property, using force as may be necessary, without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property and without relinquishing any of City's rights or remedies under this Lease or at law or equity. In addition to any other remedy it may have, the City may recover from Tenant all costs of recovering the Parcel.

15. Miscellaneous.

15.1 Compliance with Laws. Tenant will use and operate the Parcel and urban market garden in compliance with all applicable zoning, environmental, and other laws and regulations, including the obtaining of a certificate of use prior to making any sales, the payment of business taxes, and obtaining required building and other permits.

15.2 No Transfer or Assignment. Tenant may not assign or otherwise transfer this Lease, or sublet or allow the Parcel or any part of the Parcel to be used or occupied by others, except by persons maintaining a plot as licensees of Tenant. Any attempted transfer in contravention of this Section is void and is a default under this Lease.

15.3 No Mortgage By Tenant. Tenant shall not mortgage Tenant's interest in this Lease or the Parcel as security for the payment of any loan, note or refinancing.

15.4 Quiet Enjoyment. City covenants and agrees that if Tenant shall perform all of the covenants and agreements stipulated in this Lease to be performed on Tenant's part, Tenant shall, during the Lease Term, have the peaceful and quiet enjoyment and possession of the Parcel without hindrance from the City or its agents.

15.5 No Partnership or Joint Venture. Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between City and Tenant.

15.6 Right of Inspection. City may enter the Parcel at all reasonable times to inspect the Parcel and evaluate whether Tenant is in compliance with the terms of this Lease, and for the purposes of taking any other actions City believes are appropriate to protect City's interest in the Parcel, or to offer the Parcel for sale. Tenant will provide City with a key to any gate to the Parcel. This Section does not impose any duty on City to inspect the Parcel, report to Tenant the results of any inspection or assume any liability of any kind arising from inspecting or not inspecting the Parcel.

15.7 Liens. Tenant will not incur, create, assume, or permit the creation of, any lien on any portion of the Parcel (including any mechanic's or materialmen's liens). Tenant will keep the Parcel clear of any and all liens arising out of any work performed or materials furnished to Tenant for or at the Parcel, and any other obligations Tenant incurs. City and Tenant hereby agree, and notice is hereby given to all third parties, that Tenant, in procuring work, labor and materials for any improvements or repairs to the Parcel which have been authorized by City, is not in any way acting as City's agent and that City shall not be liable for any work, labor or materials furnished to Tenant by any contractor, subcontractor, laborer, materialmen, or vendor, and no mechanic's or other lien for any such work, labor or materials shall attach to or affect the reversionary or other estate or interest of City in and to the Parcel. Tenant shall indemnify, defend and hold harmless City from and against any and all liability, claims, costs and expenses arising out of work performed on the Parcel by Tenant or at Tenant's direction, including reasonable attorney's fees and costs incurred, by City in negotiating, settling, defending or otherwise protecting against such claims. It is understood and agreed that any such improvements and installations installed by Tenant are specific to Tenant's business and are being procured for the sole purpose of enhancing Tenant's business and not to confer any permanent benefit or enhancement in value on City or the Parcel. Tenant shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.

15.8 Right to Audit. Tenant shall maintain adequate records of income from the market and café for five (5) years following expiration or termination of this Lease, or conclusion of any litigation regarding this Lease. The City shall have the right to audit Tenant's books and records, at the City's expense, upon prior notice, with regard to the information or rents to be provided to the City under this Lease. Tenant shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Lease. If an audit inspection in accordance with this section discloses discrepancies by Tenant in excess of one-half of one percent (.5%) of the amount due to City under this Lease, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Tenant and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Tenant within 45 days from presentation of City's findings to Tenant. Failure by Tenant to permit such audit shall be grounds for termination of this Lease by the City.

15.9 Non Discrimination. Tenant shall not discriminate against any gardener, customer, invitee or employee or applicant for employment because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

15.10 Limitation of Liability. City desires to enter into this Lease only if in so doing City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by City of this Lease, so that its liability for any such breach never exceeds the sum of \$10,000.00. Tenant hereby expresses its willingness to enter into this Lease with a \$10,000.00 limitation on recovery for any damage action for breach of contract. Accordingly Tenant hereby agrees that City shall not be liable to Tenant for damages in an amount in excess of \$10,000.00 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon City by this Lease. The foregoing provisions shall not preclude an action by Tenant for specific performance. Nothing contained in this section or elsewhere in this Lease is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Florida Statutes, Section 768.28. City shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage to their person or property resulting from the acts or omissions of Tenant.

15.11 Force Majeure. Neither party shall be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Lease if such failure is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, windstorm, Acts of God, terrorism, or any other cause beyond the reasonable control of the either party. In such event, the time for performance shall be extended by an amount of time equal to the period of the delay so caused. The provisions of this paragraph shall not relieve Tenant from the prompt payment of rent and other sums due hereunder if Tenant can reasonably occupy the Parcel.

15.12 Day. The term "day" as used in this Lease shall mean calendar day. However, should any due date fall on a Saturday, Sunday or legal holiday, then such due date shall be the first City business day following such Saturday, Sunday or legal holiday.

15.13 Modification and Severability. This Lease may be modified only as stated in a writing signed by both City and Tenant which states that it is an amendment to this Lease. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

15.14 Waiver. Failure, neglect, or delay by a party at any time to enforce the provisions of this Lease will not be considered a waiver of that party's rights under this Lease. Any waiver shall not be considered a waiver of any later breach or of the right to enforce any provision of this Lease. Any waiver must be in writing.

15.15 Third-Party Beneficiaries. This Lease is for the exclusive benefit of City and Tenant, and not for the benefit of any third party including, without limitation, any gardener, employee, or volunteer of Tenant. All City Parties are an express third party beneficiary of the indemnification provisions of this Lease.

15.16. Inspector General. Tenant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Lease, and may demand and obtain records and testimony from Tenant. Tenant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Tenant to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of this Lease justifying its termination.

15.17 Notice. Notices and consents under this Lease must be in writing and delivered by hand delivery, courier, or by electronic transmission producing a written record, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, the date indicated on the electronic transmission, or if mailed, upon the date which the return receipt is signed or delivery is refused or the Notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the address to which Notices may be delivered, and delivery to such address shall constitute binding notice give to such party:

If to City: City of West Palm Beach
Attn: City Administrator
401 Clematis Street
(P.O. Box 3366, 33402-3366)
West Palm Beach, FL 33401

If to Tenant: Urban Growers Community Farm
401 N. Rosemary Avenue
or 1400 Henrietta Avenue
(P.O. Box 2128, 33402-2128)
West Palm Beach, Florida 33401.

Either party may change the address for notices by providing written notice of the change.

15.18 Time is of the Essence. Time is of the essence with respect to the payment of all Base Rent and Additional Rent and with respect to the performance of every provision of this Lease in which time of performance is a factor.

15.19. Applicable Law and Venue, Waiver of Jury Trial. This Lease shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. City and Tenant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Tenant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS LEASE.

15.20 Exhibits. All exhibits attached to this Lease and incorporated into and made a part of this Lease.

15.21 Integrated Lease. This Lease is the entire agreement between City and Tenant and supersedes all prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between City and Tenant relating to the same subject matter; and there are no covenants, promises, representations, conditions or understandings by any party other than contained in this Lease.

[Signatures on following page.]

Urban Growers – Urban Garden
11876
091213

IN WITNESS WHEREOF, the City and Tenant have duly executed this Lease which shall be effective as of the date indicated below.

ATTEST:

By: Halleie F. Caw
City Clerk

City Attorney's Office
Approved as to form and legality
By: AM

CITY OF WEST PALM BEACH

By: Geraldine Muoio
Geraldine Muoio, Mayor

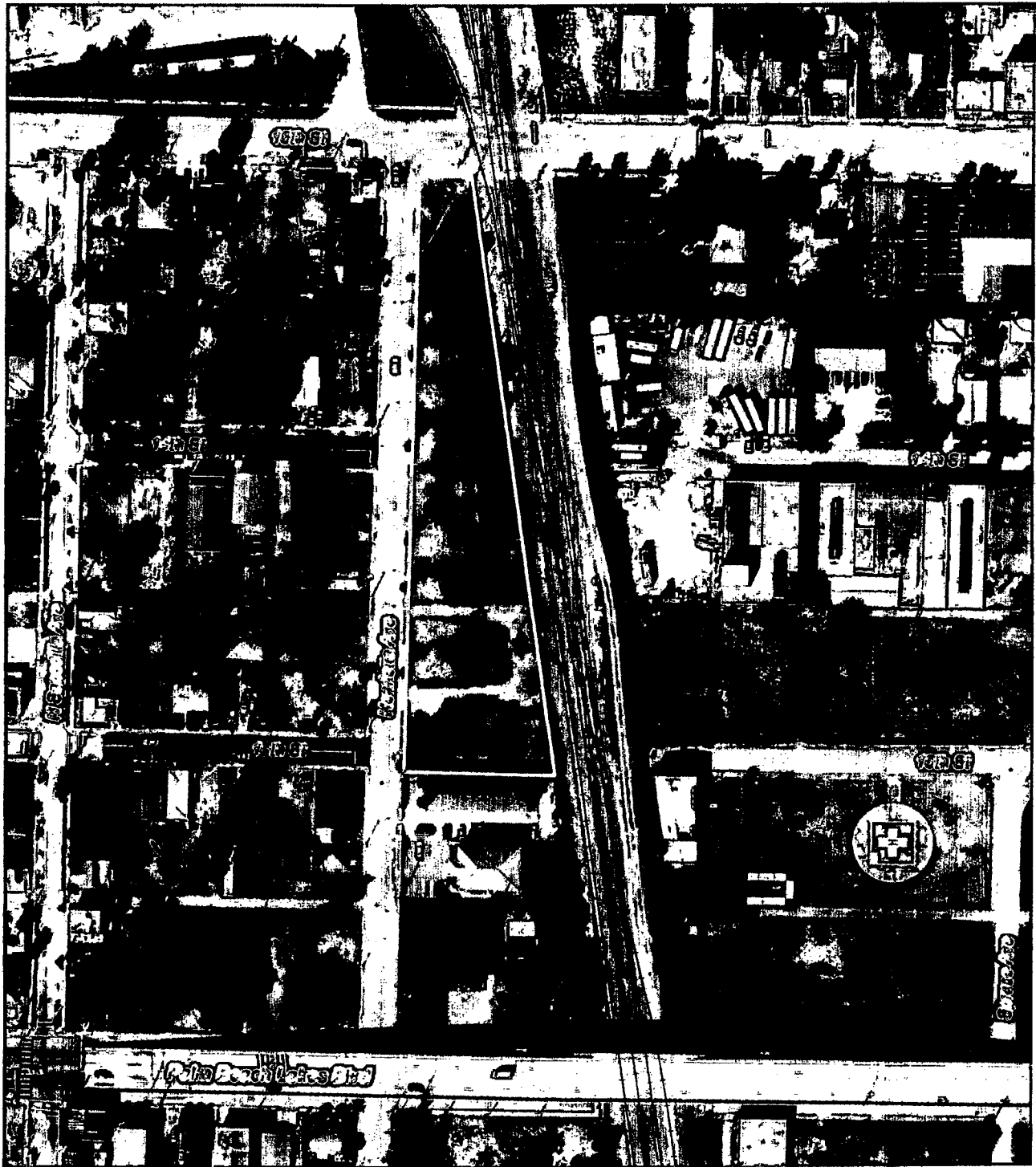
Date: 9/17, 2013

Tenant:
URBAN GROWERS COMMUNITY ECONOMIC
DEVELOPMENT CORPORATION

By: Stewart W. Bosley, Jr.
Stewart W. Bosley, Jr.

EXHIBIT A

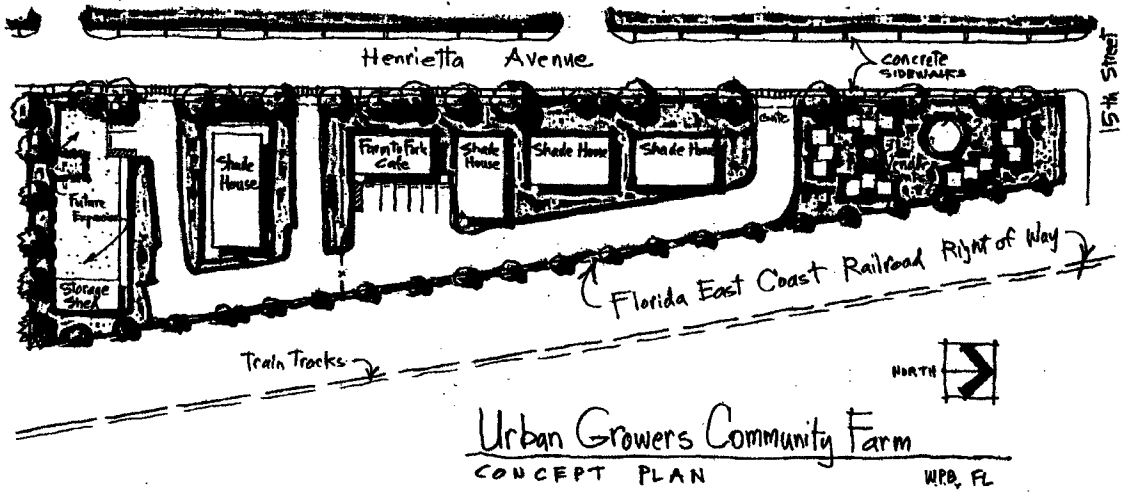
PARCEL



Urban Growers - Urban Garden

11876
091213

EXHIBIT B
CONCEPTUAL PLAN



Project (19): AGUrbia-Eliminating a Food Desert

Organization Submitting Proposal: Urban Growers Community Economic Development Corporation

Funding Amount: \$25,000.00

Abstract

One of the great, often unspoken, forms of oppression that low and moderate income communities suffer through is the lack of access to healthy food. Food justice starts from the conviction that access to healthy food is a human rights issue and that the lack of access to food in a community is an indicator of material deprivation. Food Based racism has kept urban areas of West Palm Beach like Coleman Park, Historic Northwest and Pleasant City, flooded with toxic foods and empty choices. "The Poor Pay More" for a much narrower, less nutritious range of food choices than is common in more upscale neighborhoods. In Coleman Park, in the middle of a food desert where Urban Growers CEDC is located, specialty crop market will make an impact on the healthy food choices for residents. By offering access to specialty crops, Urban Growers CEDC will change lifelong habits that have resulted in very low fruit and vegetable consumption.

Project Purpose

AGUrbia: Urban Growers CEDC project in West Palm Beach, FL intends to reverse the conditions and effects of living in a "Food Desert". This project benefits residents living in the communities of Coleman Park, Historic Northwest and Pleasant City, three high density areas in WPB primarily comprised of low income and minority racial groups. Urban Growers CEDC will provide access to specialty crops to a population which currently has no such access while simultaneously giving local growers access to a new customer base. Presently, the nearest availability for fresh produce and fruit is more than two miles away in any direction from the aforementioned communities. In addition, Urban Growers CEDC will train local residents to grow their own specialty crops. These residents can go on to farm community garden plots which have been established through outside funding sources, harvest the produce, and sell it at the Urban Growers Farm Stand to supplement their income and provide fruits and vegetables to other residents in turn. These sales will be facilitated by Urban Growers participation in Florida Organic Growers' "Fresh Access Bucks" program, which will enable 2-for 1 purchases of specialty crops by area residents. This market is located in the middle of the food desert, which eliminates the higher costs of transportation since location is within walking distance and there is limited access to public transportation. Many residents suffer high incidences of nutrition-related illnesses. Over 50 % are overweight or obese. Having greater public access to nutrition programs offered by Urban Growers and it's partners will increase the competitiveness of specialty crops while enhancing public health. The market will sell only specialty crops, which will ensure that this project adheres to the requirements of the SCBGP, and will also simplify our use of the "Fresh Access Bucks" program implemented by Florida Organic Growers, which is being implemented independent of this grant project.

This project will expand the population's consumption of fresh fruits and vegetables through public education programs by training community gardeners from the neighborhoods of Coleman Park, Historic Northwest, and Pleasant City how to properly grow specialty crops. The growing center will provide outdoor classrooms for students to learn about where food comes from and Alternative Farming Systems such as aquaponic and aeroponic farming would be taught so that students can learn about the new technologies being developed in agriculture.

Potential Impact

Urban Growers CEDC/Henrietta Bridge Farm Farm project focuses on eliminating at least 1 of Palm Beach County's 27 food deserts by teaching low-cost farming techniques and bringing fresh, healthy food to low income areas. On a weekly basis, the news broadcasters deliver stories of shootings and other crimes in West Palm Beach's Urban Center, where most of the city's minorities live...This is the everyday reality for this underserved community: There are no major grocers, all having moved to areas where more affluent customers reside. There is inadequate transportation and many residents do not own personal vehicles. While crime is a factor, another reason why farmers are unwilling to come to this area is that they enjoy higher profit margins when selling at the downtown Green Market. Urban Growers is about trying bring about change to an underserved community. By creating AGURbia, our young people will learn more about the importance of specialty crops...and we will expand its consumption family by family, block by block, neighborhood by neighborhood. Urban Growers empowers urban residents to establish their own farming initiatives. This project will increase consumption of, and demand for specialty crops because none is available now...Urban Growers Outreach programs aid in youth development, provide education programs on nutrition to students and seniors in addition to instruction on basic gardening techniques for community gardeners. Because the growing center is located at the center of three adjacent communities, it impacts more than 1500 low income individuals. Urban Growers provides employment opportunities for a number of local residents, adults-in-transition as well as at-risk youth, who have the opportunity to work side-by-side and learn to grow food for their communities and explore issues of health, nutrition and social justice. Students are also able to perform the Community Service hours needed for graduation.

Expected Measureable Outcomes

Goal 1: Eliminate a Food Desert: Provide access to specialty crops to three neighborhoods which currently have no such access by educating residents of Coleman Park, Historic Northwest, and Pleasant City on growing specialty crops on small acreages and in community gardens.

Measure 1: Number of local residents completing the Urban Growers CEDC's educational program.

Benchmark 1: There are 2 convenience stores that offer poor quality produce in limited amounts. There are 2 take out greasy spoon restaurants that serve fried foods primarily. 1,000 households residing in this food desert must travel up to 2 miles to access fresh produce. There is limited public transportation available & buses stop running at 7 pm. The educational program has not yet been offered, so none of the residents have completed it yet.

Target 1: 300 residents (of any age) will complete the educational program by the end of the two-year grant period.

Goal 2: Expand the selection of specialty crops available to residents of Coleman Park, Historic Northwest, and Pleasant City by recruiting community gardeners from the pool of residents who complete the educational program. **Measure 2:** The number of growers / producers selling at least one specialty crop commodity at the Urban Growers CEDC fruit and vegetable stand.

Benchmark 2: Presently, Henrietta Bridge Farm is the only producer selling to residents of Coleman Park through Urban Growers CEDC.

Target 2: Five additional graduates of the educational program will sell specialty crops produced on community garden plots through Urban Growers CEDC's fruit and vegetable stand by the end of the two-year grant period.

Work Plan

Task 1:

Plan an educational program to teach local residents to grow their own specialty crops, either in their yards or in available community garden plots:

Who: Urban Growers

Timeline: 01/2014 to 12/2014

a. Establish work plans, schedules, and shared goals for the Specialty Crops/Healthy Foods Outreach Programs. Create curriculum, evaluation & reporting plans with partner organizations.

Who: Urban Growers CEDC/Greater NW Business Assn.

Timeline: 01/2014 to 12/2014

b. Disseminate healthy choice information centered around consumption of specialty crops grown at Henrietta Bridge Farm 2 blocks away from HUD Housing complex.

Who: Urban Growers CEDC/Urban League of PBC

Timeline: 01/2014 to 5/2014

c. Create Farm Basket Program and Nutrition Classes for Seniors who attend weekly meetings

Task 2:

Work with Churches, Public Schools, Community Centers establish church or school-base gardens that offer specialty crops specifically to low-income families.

Who: Urban Growers DC/Whole Kids Foundation

Timeline: 01/2014-12/1014

a. Partner with community gardeners to develop and maintain a garden project on school grounds with the goal of interesting children in fresh fruits and vegetables.

b. To begin raising specialty crops at designated plots at growing center and school pop-up gardens to help students learn about complex topics such as nutrition and health, sustainability and conservation, food systems, and community awareness.

c. Collaborate with 3 Community Centers (Coleman Park, Pleasant City, NW Salvation Army) to grow Specialty Crops in Pop-Up Gardens. Senior Citizen Gardening Club, Students after school participation.

Task 3:

Provide agronomic education, field demonstration, and market research on culturally valued specialty crop commodities and innovative specialty crop products.

Who: Urban Growers CEDC/IFAS Cooperative Extension

Timeline: 01/2014 to 12/1014

a. Design and execute a specialty crop growing workshop involving community growers.

b. Conduct visitation tours for community gardeners and students to Mounts Botanical Garden where a larger variety of Specialty Crops can be seen in hands on environment.

Budget

Personnel	\$17,600.00
Fringe	\$.00
Travel	\$.00
Equipment	\$.00
Supplies	\$7,400.00
Contractual	\$.00
Other	\$.00
Total	\$25,000.00

Budget Narrative

Personnel:

CSA Marketing Director/Instructor: Growing of Specialty Crops (approximately 0.4 FTE) - \$ 9,900
 -Will conduct the educational program and be responsible for teaching students how to properly grow specialty crops.

Fruit & Vegetable Stand Manager: Specialty Crops Sales (Approximately 0.4 FTE) - \$ 7,700
 -Will recruit graduates of the educational program as community gardeners / farmers to sell specialty crops they have produced on their plots at the Urban Growers Farm Stand.

Supplies:

Growing Materials:

Soil Substrate, Seed, Nutrients, Propagation Supplies, \$ 4,500
 -These supplies are to be used on community garden plots set aside for "hands-on" educational programming. They will not be used for the garden plots worked by graduates of the program.

Outreach Program Supplies

Computer (\$1,000) and Slide Projector & Screen (\$650) for lecture portions of educational programming, Teaching Materials (binders, paper, and writing instruments for student materials (\$350), Copying Services (\$200), Technical Handouts (\$250), Program Promotional Flyers (\$250), General Office Supplies (\$200)

Total Outreach Supplies - \$ 2,900

Supplies Total - \$ 7,400

Project Oversight

Primary oversight responsibility lies with the Project Manager, Stewart W. Bosley, Jr. and will act as sole point of contact with FDACS on grant related matters.

Debra E. Joneck, Asst Project Manager, having 30 years experience within Agriculture, Nursery and Soil, will be responsible for overall growing operations. Our partner, The Urban League of Palm Beach County, is a nationally recognized community organization, will assist with the fiscal oversight of the project.

The Project Director reports monthly project performance and the Healthy Local Foods committee will assess progress on a quarterly basis.

Project Commitment

The following organizations have committed to being involved with Urban Growers project to enhance Specialty Crops use and proliferation: IFAS/Cooperative Extension of Palm Beach County, Florida Department of Health, Palm Beach Public Schools, Urban League of Palm Beach County, West Palm Beach Housing Authority, Northwest Progressive Business Association, Salvation Army WPB. Working with key partner organizations in our region, Urban Growers will target Specialty Crops Block Grant Program's primary goal to establish innovative and affordable access to fresh specialty crops. The Specialty Crops will be delivered daily through Farm Stand at the growing center and via the Weekend Green Market, also located at Henrietta Bridge Farm. In addition, the project's focus on promotion, field education and collaboration will expand the impacts of a statewide EBT initiative in farmers' markets that will take place in our region. Urban Growers will be working with Florida Organic Growers (FOG), and Wholesome Wave who have recently received a USDA Specialty Crop Block Grant directed to SNAP food stamp users (FRESH ACCESS BUCKS Program), who can double the money they spend at the farmer's market.

Multi-State Projects

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2013

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 Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Orlando FL 32789	CONTACT NAME: Kellie Smith PHONE (A/C. No. Ext.): (407) 898-2211 FAX (A/C. No.): (407) 898-1850 E-MAIL ADDRESS: ksmith@clossoninsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Urban Growers Community Economic Development 401 N. Rosemary Ave West Palm Beach FL 33401	INSURER A: AUTO OWNERS INSURANCE COMPANY 18988	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1392402875 **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
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	72608272	10/1/2013	10/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					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
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			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)
 Certificate holder is named as Additional Insured with respect to General Liability.

Use of Property @ 1400 Henrietta Avenue, W. Plam Beach Fl 33401

CERTIFICATE HOLDER**CANCELLATION**

City of West Palm Beach 200 2nd Street West Palm Beach, FL 33401	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 Lenise Zika/KSS <i>Lenise A. Zika</i>

ACORD 25 (2010/05)

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INS025 (201005).01

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Additional Named Insureds

Other Named Insureds

Urban Growers CEDC

Doing Business As

ADDITIONAL COVERAGES

Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Non-owned	Coverage Code NOWND	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				



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DATE (MM/DD/YYYY)
9/24/2013

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PRODUCER Closson Insurance Agency, LLC 1201 S. Orlando Avenue Suite 200 Orlando FL 32789	CONTACT NAME: Kellie Smith PHONE (A/C. No. Ext): (407) 898-2211 FAX (A/C. No.): (407) 898-1850 E-MAIL ADDRESS: ksmith@clossoninsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: AUTO OWNERS INSURANCE COMPANY NAIC # 18988 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Urban Growers Community Economic Development 401 N. Rosemary Ave West Palm Beach FL 33401	

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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 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			72608272	10/1/2013	10/1/2014	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
	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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)
 Certificate holder is named as Additional Insured with respect to General Liability.

 Use of Property @ 1400 Henrietta Avenue, W. Plam Beach Fl 33401

CERTIFICATE HOLDER Palm Beach County Board of County 50 South Military Trail Suite #110 West Palm beach, FL 33415	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 Lenise Zika/KSS <i>Lenise A. Zika</i>
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ACORD 25 (2010/05)
INS025 (201005).01

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Additional Named Insureds

Other Named Insureds

Urban Growers CEDC

Doing Business As

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired/borrowed	HRDBD		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
	Non-owned	NOWND		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
1,000,000				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 19 2013

URBAN GROWERS COMMUNITY ECONOMIC
DEVELOPMENT CORPORATION
PO BOX 2128
WEST PALM BEACH, FL 33401

Employer Identification Number:
80-0814655
DLN:
17053164329002
Contact Person:
TYRONE THOMAS ID# 95046
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 10, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

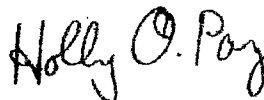
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)