

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 2, 2007

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

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

- A) Agreement with Corn-Maya, Inc. for the period October 2, 2007, through November 26, 2008, in an amount not-to-exceed \$27,500 for the Adult Soccer Program;
- B) A Budget Transfer of \$27,500 in the Transportation Improvement Fund from Reserve for District 1 to the County Transportation Trust Fund;
- C) A Budget Transfer of \$27,500 in the Transportation Trust Fund increasing the annual transfer from the Transportation Improvement Fund and decreasing the annual transfer from the General Fund;
- D) A Budget Transfer of \$27,500 in the General Fund decreasing the annual transfer to the County Transportation Trust Fund and increasing the annual transfer to the Park Improvement Fund; and
- E) A Budget Amendment of \$27,500 in the Park Improvement Fund increasing the annual transfer from the General Fund and increasing the appropriation to the District 1 Recreation Assistance Program (RAP).

Summary: This funding is to offset the cost of 2007-2008 Adult Soccer Program costs. The Adult Soccer Program is sponsored by Corn-Maya, Inc. in the Jupiter area, and serves approximately 300 participants. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to August 26, 2007. The budget transfers and budget amendment increase the gas tax support and decrease the ad valorem support of the County Transportation Trust Fund, thereby allowing for the allocation of the available ad valorem support to the District 1 Recreation Assistance Program (RAP). At the November 21, 2006, Board Meeting, the flexibility of up to \$200,000 in transfers was approved for this purpose. This project uses available balance in transfers for District 1 Funds. District 1 (AH)

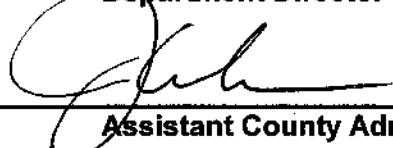
Background and Justification: Corn-Maya, Inc. is a not-for-profit organization that represents immigrants and the working poor of Palm Beach County by serving as a bridge to empower and connect individuals with their communities. Corn-Maya sponsors the Adult Soccer Program to provide positive recreational athletic activities and encourage participation in the recreational program as an incentive to participating in Corn-Maya's social and educational services.

The total cost of the Adult Soccer Program for 2007-2008 is estimated to be approximately \$27,500 for personnel costs, referees, printing materials and supplies, equipment such as a machine for the field lines, laminated identification cards for players, printer, expenses and incentives for volunteers, diplomas, trophies, awards, field and facilities clean ups, office supplies, administrative costs, audio system, final celebration expenses, insurance, permits, and other miscellaneous expenses for the program. The \$27,500 from the Recreation Assistance Program will offset the total cost of the Adult Soccer Program. The Agreement has been executed on behalf of Corn-Maya, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

- 1. Agreement
- 2. Budget Transfers (3)
- 3. Budget Amendment
- 4. Commissioner Authorization

Recommended by:  Date 9/13/07
Department Director

Approved by:  Date 9-21-07
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>27,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>27,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A

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

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

[Signature] 9-19-07
 OFMB
[Signature] 9/20/07
[Signature] 9/20/07 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delmont 9/20/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND CORN-MAYA, INC. FOR THE ADULT SOCCER PROGRAM

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Corn-Maya, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Corn-Maya".

WITNESSETH:

WHEREAS, Corn-Maya is a not-for-profit organization that represents immigrants and the working poor of Palm Beach County by serving as a bridge to empower and connect individuals with their communities and by providing various Recreational and Cultural programs and events; and

WHEREAS, Corn-Maya sponsors the Adult Soccer Program (the "Program"), which provides positive recreational athletic activities and encourages participation as an incentive to participate in Corn-Maya's social and educational services; and

WHEREAS, the Program takes place in the Jupiter area and serves approximately three hundred (300) participants; and

WHEREAS, the total annual cost of the Program is estimated to be approximately \$27,500 for personnel costs, referees, printing materials and supplies, equipment such as a machine for the field lines, laminated identification cards for players, printer, expenses and incentives for volunteers, diplomas, trophies, awards, field and facilities clean up, office supplies, administrative costs, audio system, final celebration expenses, insurance, and permits; and

WHEREAS, Corn-Maya has requested \$27,500 from County to offset costs for the Program; and

WHEREAS, County desires to provide funding for costs for the Program; and

WHEREAS, funding to assist Corn-Maya with the Program in an amount not-to-exceed \$27,500 is available from the Recreation Assistance Program (RAP) - District 1; and

WHEREAS, cultural and recreational programs serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$27,500 to Corn-Maya for the Program for personnel costs, printing materials and supplies, equipment such as a machine for the field lines, laminated identification cards for players, printer, expenses and incentives for volunteers, diplomas, trophies, awards, field and facilities clean up, office supplies and administrative costs, audio system, final celebration expenses, insurance, permits, and other miscellaneous expenses related to the

Program, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Corn-Maya on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Corn-Maya. Said information shall list each invoice paid by Corn-Maya and shall include the vendor invoice number; invoice date; and the amount paid by Corn-Maya along with the number and date of the respective check and/or proof of payment for said payment. Corn-Maya shall attach a copy of each vendor invoice paid by Corn-Maya along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Corn-Maya's Program Administrator and Project Financial Officer shall certify the total funds spent by Corn-Maya on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Corn-Maya and approved by Corn-Maya as indicated.

3. Corn-Maya incurred expenses for the Project beginning on August 26, 2007. Those costs incurred by Corn-Maya for the Project approved and submitted accordingly by Corn-Maya subsequent to August 26, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Corn-Maya may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Corn-Maya warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Corn-Maya agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Corn-Maya shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until November 26, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Corn-Maya is in default of its obligations under this Agreement, the County shall provide Corn-Maya thirty (30) days written notice to cure the default. In the event Corn-Maya fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Corn-Maya for the Project deemed to be in default and Corn-Maya shall return any County RAP funds already collected by Corn-Maya for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Corn-Maya shall complete the Project by August 26, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 26, 2007, through August 26, 2008. Corn-Maya shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 26, 2008. Upon written notification to County at least ninety (90) days prior to that date Corn-Maya may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Corn-Maya's request for said extension.

12. In the event Corn-Maya ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Corn-Maya. The determination that Corn-Maya has ceased or suspended the Project shall be made by County and Corn-Maya agrees to be bound by County's determination.

13. Corn-Maya agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Corn-Maya. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Corn-Maya is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought

against County or any of its officers, agents or employees, Corn-Maya shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Corn-Maya, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Corn-Maya is eligible to receive reimbursement from the County.

16. Corn-Maya shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Corn-Maya shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review of acceptance of insurance maintained by Corn-Maya are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Corn-Maya under the Agreement.

Commercial General Liability. Corn-Maya shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Corn-Maya shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Corn-Maya shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Corn-Maya shall provide this coverage on a primary basis.

Additional Insured. Corn-Maya shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Corn-Maya shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Corn-Maya hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Corn-Maya shall agree to notify the insurer and

request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Corn-Maya enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Corn-Maya shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Corn-Maya shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Corn-Maya shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Corn-Maya, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Corn-Maya may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Corn-Maya certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Com-Maya:

President, Com-Maya, Inc.
106 Military Trail
Jupiter, FL 33458

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS HEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

WITNESSES:

Susan W. Inger
Veronica Bennett

CORN-MAYA, INC.

FEI Number: 65-0127677

By: Juan Patricio Silvestre
Name (Type or Print)

Title: President

By: Juan Patricio Silvestre
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: Dennis Eshleman
Dennis Eshleman, Director
Parks and Recreation Department

Recreation Assistance Program (RAP)
Exhibit "A" to Agreement

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Corn-Maya, Inc.**

Mailing Address: 106 Military Trail, Jupiter, FL 33458

Federal Employer Identification Number: 65-0127677

Name of President: *JUAN Patricio Silvestre*

Name of Executive Director: *JERONIMO CAMPOS BCO*

Project/Project Liaison Information:

Name: *JERONIMO CAMPOS BCO*

Telephone #: *(561) 745-9199*

Fax #: *(561) 745-1043*

e-mail: *cornmaya@bellsouth.net*

Purpose/Mission of Agency:

Represent and serve as a bridge in behalf of immigrants and the working poor of PALM BEACH COUNTY EMPOWERING INDIVIDUALS CONNECTING COMMUNITIES

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: **Corn-Maya Inc. Recreational and Cultural Programs/Events - Soccer Program for Adults**

2. Project/ Program Description

• General (Project Scope): *Provide positive recreational, athletic and cultural activities encouraging participation as an incentive to our social and educational services*

• Public Purpose:

UNITY, HARMONY, COOPERATION IN HEALTHY ENVIRONMENT WITHIN THE COMMUNITY THROUGH SPORTS PRACTICES AND CULTURAL-RECREATIONAL EVENTS.

• Location(s) and Date(s)

Jupiter Area From 8/26/08 to ~~12/26/08~~ 1/14/09

• Anticipated Number of Participants/Users: 300

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

REFEREES, PAINTING MATERIAL AND SUPPLIES, MACHINE FOR THE FIELD LINES, LAMINATED I.D'S FOR PLAYERS, PRINTER, EXPENSES AND INCENTIVES FOR VOLUNTEERS, DIPLOMAS, TROPHIES, AWARDS, FIELD AND FACILITIES CLEAN UP EACH SUNDAY, OFFICE SUPPLIES AND WORK, AUDIO SYSTEM, FINALE CELEBRATION EXPENSES, INSURANCE, PANTS, JOBS, RY -

4. Estimated Lump Sum Total for Project/Program

\$27,500

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).

08/26/07 to ~~12/26/08~~ 08/26/08 /*09*

month/day/year month/day/year

(personnel costs)

(Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments: Certificate of Insurance: 1389964

WTR INSURANCE

Amount of Recreation Assistance Program Funding awarded

\$27,500

District 1

(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

_____ Date

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date



Key Legend
C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

**PALM BEACH COUNTY
 PARKS AND RECREATION DEPARTMENT
 CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Date _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

 Administrator Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

 Financial Officer Date



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

**EXHIBIT B
(cont'd.)**

Key Legend
C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
						TOTAL \$		

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

Financial Officer

Date

CERTIFICATE OF INSURANCE

1389969

ISSUE DATE (MM/DD/YY)
8/07/07

PRODUCER PHONE (A/C): 1-800-426-2889 K & K Insurance Group, Inc. 1712 Magnavox Way P.O. Box 2338 Fort Wayne, In 46801	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
INSURED SPORTS, LEISURE & ENTERTAINMENT RPG D/B/A CORN MAYA, INC. D/B/A JUPITER ADULT SOCCER RECREATIONAL P.O. BOX 28 JUPITER, FL 33458	COMPANY A NATIONWIDE MUTUAL INSURANCE CO LETTER COMPANY B LETTER COMPANY C LETTER
COVERAGES	

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.
NC=NOT COVERED

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (In thousands)														
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & contractors Prot. <input type="checkbox"/> _____	RPG0002541000	12:01AM 7/31/07	12:01AM 7/31/08	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 2000</td></tr> <tr><td>Products-Comp/Ops Aggregate</td><td style="text-align: right;">\$ 1000</td></tr> <tr><td>Personal & Advertising Injury</td><td style="text-align: right;">\$ 1000</td></tr> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 1000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$ 300</td></tr> <tr><td>Medical Expense (Any one person)</td><td style="text-align: right;">\$ 5</td></tr> <tr><td>Participant Legal Liability</td><td style="text-align: right;">\$ NC</td></tr> </table>	General Aggregate	\$ 2000	Products-Comp/Ops Aggregate	\$ 1000	Personal & Advertising Injury	\$ 1000	Each Occurrence	\$ 1000	Fire Damage (Any one fire)	\$ 300	Medical Expense (Any one person)	\$ 5	Participant Legal Liability	\$ NC
General Aggregate	\$ 2000																		
Products-Comp/Ops Aggregate	\$ 1000																		
Personal & Advertising Injury	\$ 1000																		
Each Occurrence	\$ 1000																		
Fire Damage (Any one fire)	\$ 300																		
Medical Expense (Any one person)	\$ 5																		
Participant Legal Liability	\$ NC																		
A	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	RPG0002541000	12:01AM 7/31/07	12:01AM 7/31/08	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Combined Single Limit</td> <td style="text-align: right;">\$ 1000</td> </tr> <tr> <td>Bodily Injury (per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Bodily Injury (per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Property Damage</td> <td style="text-align: right;">\$</td> </tr> </table>	Combined Single Limit	\$ 1000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage	\$						
Combined Single Limit	\$ 1000																		
Bodily Injury (per person)	\$																		
Bodily Injury (per accident)	\$																		
Property Damage	\$																		
	Excess Liability <input type="checkbox"/> Other than Umbrella form				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Each Occurrence</td> <td style="text-align: center;">Aggregate</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </table>	Each Occurrence	Aggregate	\$	\$										
Each Occurrence	Aggregate																		
\$	\$																		
	Workers' Compensation and Employers' Liability				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2" style="text-align: center;">Statutory</td></tr> <tr><td style="text-align: center;">\$</td><td style="text-align: center;">Each Accident</td></tr> <tr><td style="text-align: center;">\$</td><td style="text-align: center;">Disease-Policy Limit</td></tr> <tr><td style="text-align: center;">\$</td><td style="text-align: center;">Disease-Each Employee</td></tr> </table>	Statutory		\$	Each Accident	\$	Disease-Policy Limit	\$	Disease-Each Employee						
Statutory																			
\$	Each Accident																		
\$	Disease-Policy Limit																		
\$	Disease-Each Employee																		
	Participant Accident				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AD&D</td><td style="text-align: right;">\$</td></tr> <tr><td>Primary Medical</td><td style="text-align: right;">\$</td></tr> <tr><td>Excess Medical</td><td style="text-align: right;">\$</td></tr> <tr><td>Weekly Indemnity</td><td style="text-align: right;">\$ X</td></tr> </table>	AD&D	\$	Primary Medical	\$	Excess Medical	\$	Weekly Indemnity	\$ X						
AD&D	\$																		
Primary Medical	\$																		
Excess Medical	\$																		
Weekly Indemnity	\$ X																		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 SPORT: ADULT SOCCER - AGE 20+
 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED

CERTIFICATE HOLDER PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS 2700 6TH AVENUE SOUTH LAKE WORTH, FL 33461 (OWNER/LESSOR OF PREMISES)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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08-14-2007

ALEX SINK
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****
NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 07/31/2007 EXPIRATION DATE: N/A
PERSON: SILVESTRE JUAN P
FEIN: 650127677
BUSINESS NAME AND ADDRESS:
CORN MAYA INC
106 NORTH MILITARY TRAIL
JUPITER FL 33458


SCOPES OF BUSINESS OR TRADE:
1- RECREATION 2- SOCIAL SERVICES

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 09-06

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

<p>STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION NON-CONSTRUCTION INDUSTRY CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW</p>  <p>EFFECTIVE: 07/31/2007 EXPIRATION DATE: N/A PERSON: JUAN P SILVESTRE FEIN: 650127677 BUSINESS NAME AND ADDRESS: CORN MAYA INC 106 NORTH MILITARY TRAIL JUPITER, FL 33458</p> <p>SCOPE OF BUSINESS OR TRADE: 1- RECREATION 2- SOCIAL SERVICES</p>	<p>IMPORTANT</p> <p>F Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.</p> <p>H Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.</p> <p>E Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.</p> <p>QUESTIONS? (850) 413-1609</p>
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CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 09-06

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

FUND Transportation Improvement

BGEX

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/28/07	REMAINING BALANCE
COUNTY TRANS TRUST								
3500-821-8006-9026	Tr To Co Trans Trust Fd 1201	2,000,000	2,000,000	27,500	0	2,027,500	0	2,027,500
RESERVE FOR DISTRICT 1								
3500-368-9111-9907	Res-Future Construction	973,569	973,569	<u>0</u>	<u>27,500</u>	946,069		
	(Com-Maya Inc/Adult Soccer Program-RAP)			27,500	27,500			

SIGNATURE

DATE

**By Board of County Commissioners
At Meeting of 10/02/07**

Engineering & Public Works

_____ *R. J. Ward*

_____ *8/28/07*

Administration / Budget Approval

OFMB Department – Posted

**Deputy Clerk to the
Board of County Commissioners**

2008 _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

FUND County Transportation Trust

BGRV

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/28/07	REMAINING BALANCE
COUNTY TRANS TRUST								
1201-800-8006-8162	Tr Fr Transport Imp Fd 3500	2,000,000	2,000,000	27,500	0	2,027,500	0	2,027,500
COUNTY TRANS TRUST								
1201-800-8006-8000	Tr Fr General Fund Fd 0001	9,924,198	9,924,198	0	27,500	9,896,698		
	(Corn-Maya Inc/Adult Soccer Program-RAP)			27,500	27,500			

SIGNATURE

DATE

**By Board of County Commissioners
At Meeting of 10/02/07**

Engineering & Public Works

R.D. Wain

8/12/07

Administration / Budget Approval

OFMB Department – Posted

**Deputy Clerk to the
Board of County Commissioners**

08-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 583 082707*2176

FUND 0001 - GENERAL FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/27/07	REMAINING BALANCE
<u>Transfers</u>								
0001-820-9100-9184	Tr To Park Imprv Fd 3600	1,500,000	1,500,000	27,500	0	1,527,500		1,527,500
0001-820-9100-9026	Tr To Co Trans Trust Fd 1201	9,924,198	9,924,198	0	27,500	9,896,698		9,896,698
	TOTAL			<u>27,500</u>	<u>27,500</u>			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 8-30-07

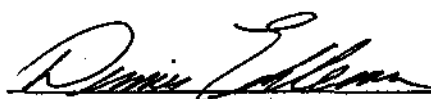
By Board of County Commissioners
At Meeting of
October 2, 2007
Deputy Clerk to the Court

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 583 082707*639
BGEX 583 082707*2177

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/27/07	REMAINING BALANCE
REVENUES								
3600-800-8000-8000	Tr Fr General Fund Fd 0001	1,500,000	1,500,000	27,500	0	1,527,500		1,527,500
TOTAL RECEIPTS & BALANCES		15,840,494	15,840,494	27,500	0	15,867,994		
APPROPRIATIONS								
3600-583-R911-8201	Contributions-Non-Govts Agncs	0	0	27,500	0	27,500		27,500
TOTAL APPROPRIATIONS & EXPENDITURES		15,840,494	15,840,494	27,500		15,867,994		

	Signatures	Date	
Parks and Recreation Department		8-30-07	By Board of County Commissioners At Meeting of October 2, 2007 Deputy Clerk to the Court
INITIATING DEPARTMENT/DIVISION	_____	_____	
Administration/Budget Department Approval	_____	_____	
OFMB Department - Posted	_____	_____	

From: Cindy DeFilippo
To: Susan Yinger
Date: 8/29/2007 9:26 AM
Subject: Re: Fwd: District 1 Road RAP Budget Transfers

Yes, we transferred \$30,000 and when they made their request, they asked for \$27,500.

>>> Susan Yinger 8/29/2007 8:51 AM >>>

Well, had you previously given them \$30,000 in gas tax money? Or is Owen (below) talking about the same \$27,500 allocation?

>>> Cindy DeFilippo 8/29/2007 8:33 AM >>>
Corn Maya and El Sol are the same.

>>> Susan Yinger 8/28/2007 1:27 PM >>>
Cindy,

Please review the below chain of e-mails from bottom up. I didn't think that Corn-Maya was connected to El Sol Center, but then I realized that before we said it wasn't, we should check with you, since funding might have been disbursed in another way and maybe there was something we just didn't know about. Please advise.

\ Susan

>>> Carrie Ann Kopelakis 8/28/2007 1:23 PM >>>
Greetings, Owen!

I have chatted with Susan Yinger (our Commissioner liaison), and she does not believe this is related to the El Sol Center project. There are currently only two Road RAP projects for District 1 that we know about:

- 1. Corn-Maya, Inc. @ \$27,500 for an adult soccer program
- 2. Loxahatchee Historical Society @ \$75,000 for the 1892 Tindall Pioneer Homestead Development project

If you need any additional information, please let me know. Have a great day!

>>> Owen Miley 8/28/2007 12:29 PM >>>
No I was not. Thanks Bob.

Carrie Ann is this part of the El Sol Center project \$30,000? Please clarify and please notify me of any RAP or Gas Tax related projects. See attached memo.

Thank you!

Owen Miley
Special Projects Coordinator
Office of the County Engineer
561.684.4018
561.684.4167 (fax)

Carrie-Ann Kopelakis
Financial Analyst
Palm Beach County Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6642

>>> Robert Ward 08/28/07 12:16 PM >>>
Owen;

Are you aware of this RAP Project from District 1?

Bob