

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

There is no fiscal impact.

B. Recommended Sources of Funds/Summary of Fiscal Impact

No fiscal impact.

C. Department Fiscal Review:

S. Henry

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

S. Henry
 OFMB *5.0*
10/28
10/28
11/10/15
 Contract Development and Control
B. Wheeler 11/10/15

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION NO. 2015-_____

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE A STANDARD ADOPT-A-NATURAL AREA PROGRAM AGREEMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners (BCC), through its Department of Environmental Resource Management (ERM), is committed to a program of environmental restoration and preservation and associated public awareness, outreach, and education; and

WHEREAS, the BCC recognizes the need and benefits of community involvement in the natural areas program; and

WHEREAS, ERM has established an Adopt-a-Natural Area program (the "Program") to enable civic groups and businesses to help promote and maintain County-owned and managed natural areas; and

WHEREAS, adopting a standard agreement to be used for the Program will promote efficiency; and

WHEREAS, the delegation to the County Administrator or her designee of the authority to execute the standard agreement will eliminate the delays caused by requiring such items be brought before the BCC for approval and will therefore be consistent with the goal of the BCC to streamline the agenda process; and

WHEREAS, the BCC desires to authorize the County Administrator or her designee to execute standard agreements for the Program on behalf of the BCC; and

WHEREAS, execution of standard agreements for the Program does not constitute a policy-making decision and is ministerial function that the BCC wishes to delegate.

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

Section 1: The foregoing recitals are hereby adopted and ratified

Section 2: The BCC adopts a standard Adopt-a-Natural Area Agreement in the form attached hereto and incorporated herein as Attachment "A-1".

Section 3: The BCC hereby authorizes the County Administrator or her designee to execute the standard Adopt-a-Natural Area Agreement attached hereto and incorporated herein as Attachment "A-1" on behalf of the BCC. The County Administrator's designee for purposes of this Resolution shall include the Director and Assistant Director of ERM.

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Section 4: The County Administrator or her designee may approve non-material changes to the standard Adopt-a-Natural Area Agreement. Non-material changes means inclusion of specific information or details and changes that do not modify the substantive obligations of the parties.

Section 5: If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Resolution.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Hal R. Valeche, District 1 _____
- Commissioner Paulette Burdick, District 2 _____
- Commissioner Shelley Vana, District 3 _____
- Commissioner Steven L. Abrams, District 4 _____
- Commissioner Mary Lou Berger, District 5 _____
- Commissioner Melissa McKinlay, District 6 _____
- Commissioner Priscilla A. Taylor, District 7 _____

The Commissioner thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2015.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By _____
Assistant County Attorney

By _____
Deputy Clerk

PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM
AGREEMENT

This Agreement is made and entered into this [DATE OF AGREEMENT] _____ by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and [NAME OF PERSON, ORGANIZATION OR GROUP] _____, hereinafter referred to as Adopter, hereinafter referred to collectively as the "parties."

WITNESSETH:

WHEREAS, the County recognizes the need and benefits of community involvement in the natural areas program; and

WHEREAS, the County has established an Adopt-a-Natural Area program (the "Program") to enable individuals, civic groups and businesses to help promote and maintain County-owned and managed natural areas; and

WHEREAS, the Adopter desires to adopt a natural area by agreeing to provide volunteer support for maintenance, promotional or other agreed upon activities for [NAME OF NATURAL AREA] _____ Natural Area (the "Natural Area"); and

WHEREAS, the Adopter is aware that the nature of the work to be performed and use of the Natural Area may be hazardous, particularly due to the presence of traffic, weather conditions, and the potential for encountering snakes, insects and other wild animals, noxious weeds, hazardous debris and unexpected holes, ditches and conditions.

NOW, THEREFORE, the parties agree to the following:

- 1.) The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein.
- 2.) As part of the Program, Adopter may promote or maintain the Natural Area by providing services such as the following: guided tours to point out the various species inhabiting the Natural Area; nature/environmentally related events; beautification projects such as trash clean ups, plantings or graffiti removal; public education events and promotion of the Natural Area. The activities to be performed by the Adopter are more specifically set forth in Attachment A.
- 3.) Upon request, the County's Department of Environmental Resources Management may facilitate Adopter's participation in the Program by providing services and materials such as the following: trash bags, gloves and safety information for beautification projects; guided tours of the Natural Area; guest speakers to educate Adopter about the Natural Area; signage and acknowledgement of Adopter. The

County will provide staff support for Adopter events on the Natural Area as deemed necessary by the County or if requested by Adopter and coordinated in advance with the County's Representative.

- 4.) Adopter agrees to comply with Palm Beach County Natural Ordinance 94-13, as amended, at all times.
- 5.) The County recognizes Adopter as an adopter of the Natural Area for a period commencing on [DATE AGREEMENT BEGINS]_____ and ending on [DATE AGREEMENT EXPIRES]_____ ("Expiration Date"). Upon the Expiration Date, this Agreement shall terminate, unless renewed by the parties for an additional term.
- 6.) Adopter and its employees, members, volunteers and agents ("Volunteers") shall comply with all laws, ordinances, rules and regulations applicable to the services contemplated in this Agreement.
- 7.) The parties understand that additional organizations or groups may simultaneously adopt the Natural Area.
- 8.) The County agrees to acknowledge the Adopter on the County social media outlets as an/the Adopter of the Natural Area and may install a sign on the Natural Area recognizing Adopter for participating in the Program during the term of this Agreement.
- 9.) The Adopter accepts responsibility for accomplishing the agreed upon tasks for the Natural Area, as described in Attachment A. All events within the Natural Area, including but not limited to trash pick-ups or tours, shall be scheduled at an agreed upon time by the Adopter's and the County's Representative and may require a permit. The Adopter's Representative will communicate with the County's Representative at least one week prior to each scheduled event so that appropriate steps can be taken to arrange the event.
- 10.) The Adopter has read the County's Adopt-A-Natural Area Safety Guidelines for Working in the Natural Areas and will provide the information to each of Adopter's Volunteer(s) prior to each Volunteer's participation in each event at the Natural Area.
- 11.) The Adopter agrees that it will be responsible for any of its Volunteers participating in the Program and will defend, indemnify, and hold the County harmless from and against any and all liability, claims and demands on account of any injury or loss that Adopter or Volunteer might incur while at the Natural Area or related to the Program. Adopter shall require each of Adopter's Volunteers to execute a Volunteer Agreement provided by the County prior to participation in the Program. The Volunteer Agreement will be in substantially the form attached as Attachment B. When children under the age of eighteen participate in the Program, Adopter must provide at least one adult supervisor for every five children. When children under the

- 12.) In the event that either party fails to perform its duties in accordance with the terms hereof, the sole remedy for the non-defaulting party is the termination of this Agreement. Either party may terminate this Agreement for any reason upon written notice to the designated Representative of the other party.
- 13.) This Agreement is non-assignable.
- 14.) The County shall in writing identify a County employee(s) as a County Representative(s) to interact with the Adopter in planning for approved tasks and events for the Natural Area.
- 15.) The Adopter shall in writing identify an Adopter Representatives(s) to interact with the County in planning for approved tasks and events for the Natural Area.
- 16.) The Adopter shall obtain a Special Permit from the County as required by Palm Beach County Natural Areas Ordinance 94-13, as amended, prior to undertaking any activity requiring such a permit. The following activities require a Special Permit: camping, erection of temporary or permanent structures, horseback riding, public demonstrations and gatherings, collection of plant and animal specimens and use of watercraft in wetlands for scientific research, and after-hours and night-time use of natural areas.
- 17.) The parties agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender identity, gender expression or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of the Agreement.
- 18.) Adopter is and shall be, in the activities under this Agreement, an independent entity, and not an employee, agent, or servant of County. Adopter does not have the power or authority to bind County in any promise, agreement or representation.
- 19.) This Agreement is governed by the laws of the State of Florida. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida.
- 20.) No provision of this 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 Agreement.
- 21.) Nothing in this Agreement authorizes Adopter to use the County's logo except as authorized under Palm Beach County Ordinance 96-5.

- 22.) Any promotional material used by the Adopter to promote the Natural Area must first be reviewed and approved by the County's Representative.
- 23.) Use of the term "Adopter" includes Adopter's employees, members, volunteers and agents.
- 24.) County and Adopter agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first written above.

PALM BEACH COUNTY, by:

County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

BY: _____
Director
Palm Beach County
Environmental Resources Management

ADOPTER: _____

ORGANIZATION: _____

ADDRESS:

REPRESENTATIVE: _____
(PLEASE PRINT)

SIGNATURE: _____

TITLE: _____

ATTACHMENT A

The ADOPTER agrees to accomplish the following tasks at the Natural Area within the time period as stated and agreed to in the Agreement.

ATTACHMENT B
PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM
VOLUNTEER AGREEMENT

I, undersigned, hereby represent that I have volunteered to participate in the Adopt-A-Natural Area Program beginning on ____/____/____ and ending ____/____/____ and have read the safety recommendations associated with the Program.

I acknowledge and am aware that participation in this Program has inherent risks and hazards and acknowledge, understand, and assume the risk that volunteer activities may be dangerous and could result in injury to me or even cause my death from, among other things, latent or other conditions existing on land or in water such as debris, wild animals, holes, sharp objects, motor vehicle or boat accidents and water.

I HEREBY FULLY ACQUIT, RELEASE, AND FOREVER DISCHARGE PALM BEACH COUNTY, FLORIDA, ITS COMMISSIONERS, EMPLOYEES, AND AGENTS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, BOTH COMPENSATORY AND PUNITIVE, COSTS AND ATTORNEY'S FEES, ACTIONS AND CAUSES OF ACTION, WHETHER ARISING AT LAW OR IN EQUITY, WHICH I MAY HEREAFTER HAVE AGAINST PALM BEACH COUNTY, FLORIDA, ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH MY PERFORMANCE OF VOLUNTEER ACTIVITIES.

I understand that it is my responsibility to be aware of my physical condition and will refrain from doing any physical activities beyond my capabilities.

I acknowledge and understand that I am not an employee or agent of Palm Beach County and am not, therefore, entitled to any right, benefit, or privilege afforded by Palm Beach County to its employees.

I hereby grant Palm Beach County permission to photograph me performing volunteer activities and to use such photos in any publication including, but not limited to newspaper, newsletters or websites.

I am over the age of 18 and have legal capacity to execute this Agreement.

PRINT NAME

SIGNATURE

DATE

ATTACHMENT B

**PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM**

**VOLUNTEER AGREEMENT
(Authorization for Minor(s))**

I, undersigned, hereby represent that my child(ren) named _____ has/have
have volunteered to participate in the Adopt-A-Natural Area Program beginning on
_____/_____/_____ and ending ____/____/_____ and I have read the safety
recommendations associated with the Program.

I acknowledge and am aware that participation in this Program has inherent risks and hazards
and acknowledge, understand, and assume the risk that my child(ren)'s participation in volunteer
activities may be dangerous and could result in injury or death from, among other things, latent
or other conditions existing on land or in water such as debris, wild animals, holes, sharp objects,
motor vehicle or boat accidents and water.

**I HEREBY FULLY ACQUIT, RELEASE, AND FOREVER DISCHARGE PALM
BEACH COUNTY, FLORIDA, ITS COMMISSIONERS, EMPLOYEES, AND
AGENTS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, BOTH
COMPENSATORY AND PUNITIVE, COSTS AND ATTORNEY'S FEES, ACTIONS
AND CAUSES OF ACTION, WHETHER ARISING AT LAW OR IN EQUITY,
WHICH I MAY HEREAFTER HAVE AGAINST PALM BEACH COUNTY, FLORIDA,
ON BEHALF OF MYSELF OR MY CHILD(REN) ARISING OUT OF, RELATED TO
OR IN ANY WAY CONNECTED WITH MY CHILD(REN)'S PERFORMANCE OF
VOLUNTEER ACTIVITIES.**

I understand that it is my responsibility to be aware of my child(ren)'s physical condition and
will refrain from allowing my child(ren) to participate in any physical activities beyond my
child(ren)'s capabilities.

I acknowledge and understand that my child(ren) is/are not an employee or agent of Palm Beach
County and am not, therefore, entitled to any right, benefit, or privilege afforded by Palm Beach
County to its employees.

I hereby grant Palm Beach County permission to photograph my child(ren) performing volunteer
activities and to use such photos in any publication including, but not limited to newspaper,
newsletters or websites.

PRINT PARENT NAME

PARENT SIGNATURE DATE