

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 3, 2016

(X) Consent () Regular
() Workshop () Public Hearing

Department:

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

A) an Adopt-A-Natural Area Program Agreement with the North American Butterfly Association, Inc (NABA) for the promotion and maintenance of High Ridge Scrub, Frenchman's Forest, Juno Dunes, Royal Palm Beach Pines and Delaware Scrub Natural Areas for a period from February 23, 2016, through February 23, 2017;

B) an Adopt-A-Natural Area Program Agreement with Mindy Saltzman for the promotion and maintenance of Winding Waters Natural Area for a period from February 9, 2016, through February 9, 2017; and

C) Amendment No.1 to DEP Agreement No. 14PB6 State Financial Assistance Agreement, Lake Worth Lagoon Monastery Artificial Reef (R2014-0537) with the Florida Department of Environmental Protection (DEP) provides for an extension in term through January 31, 2017 and extends the final Disbursement Request Package submittal time to February 28, 2017.

Continued on Pg 3

Attachments:

1. Adopt-A-Natural Area Program Agreement (NABA)
2. Adopt-A-Natural Area Program Agreement (Saltzman)
3. Delegation of Authority memo
4. Amendment No.1 to DEP Agreement No. 14PB6
5. Delegation of Authority Memo

Recommended by: 

Department Director

4/19/16
Date

Approved by: 

Deputy County Administrator

5-2-16
Date

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 _____
Program _____

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

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

[Signature]
OFMB *[Signature]*
4/20/16

[Signature]
Contract Development and Control
4/27/16

B. Legal Sufficiency:

Anne Delgent 5/2/16
Assistant County Attorney

C. Other Department Review:

Department Director

Continued from Pg 1

Summary:

A & B) On November 17, 2015, the Board of County Commissioners approved the Adopt-A-Natural Area Program Agreement (R2015-1630) for the purpose of promoting the County's Natural Areas Program. Delegated authority to sign the Agreement was approved at that time. Countywide (AH)

C) On April 15, 2014, the Board of County Commissioners approved State Financial Assistance Agreement No. 14PB6 with the DEP for the construction of an Artificial Reef within the Lake Worth Lagoon. These funds require no match from the County. Delegated authority to sign this Amendment was approved at that time Districts 1&7 (AH)

Background and Justification:

A & B) On November 17, 2015, item 3L3, the Board of County Commissioners approved a resolution to approve the Adopt-A-Natural Areas Agreement for the purpose of promoting the County's Natural Areas Program. The Department of Environmental Resources Management (ERM) developed the Adopt-A Natural Areas Program in which groups or organizations may adopt a natural area for the purpose of promoting public awareness and care for the County's natural areas. The adopters agree to specified tasks that are suitable to their organization which may include volunteer pickups, restoration plantings, guided tours and other events.

C) On April 15, 2014, item 3L5, the Board of County Commissioners approved DEP Agreement No. 14PB6 which provides for reimbursement to the County of up to \$150,000 towards the construction of artificial reefs along the southeastern shoreline of Peanut Island. This project was originally termed "Monastery Artificial Reef" in general appropriations and is now more accurately described as Peanut Island Artificial Reef.

ATTACHMENT 1

PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM
AGREEMENT

This Agreement is made and entered into this February 9, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Mindy Saltzman, 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 Winding Waters 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 February 9, 2016 and ending on February 9, 2017 ("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 age of eighteen participate in the Program, the Adopter must have emergency contact information for each child onsite during each event at the Natural Area.
- 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

- 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, familial 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.

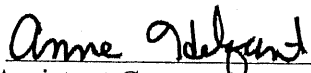
24.) County and Adopter agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded or otherwise 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.

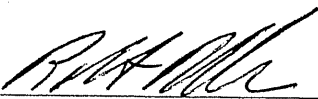
PALM BEACH COUNTY, by:

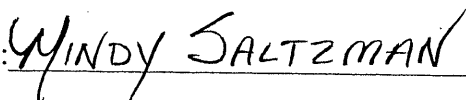

County Administrator or Designee

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:
12435 51ST COURT NORTH
ROYAL PALM BEACH FL 33411

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.

Conduct four (4) nature talks with an emphasis on native apple snail biology, and the efforts to introduce them in the created wetland at Winding Waters Natural Area. More specifically, the talks will focus on the identification of native vs. non-native apple snails and eggs, the importance of native snails, and the harmful aspects of non-native snails. All talks will include a ½-mile walk from the parking area to the observation platform over the wetland, with an opportunity to spot snail eggs on the return trip. At least one of the talks will include a snail release.

The COUNTY agrees to accomplish the following incentives for the ADOPTER within the time period as stated and agreed to in the Agreement.

The County agrees to assist the adopter with scheduling and advertisement of the Adopters agreed upon four (4) nature talks at Winding Waters Natural Area. The County also agrees to conduct four (4) guided natural area tours just for the benefit of the Adopter. The dates, times and natural areas for these tours will be chosen at a later date by the County.

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 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), in the activities under this Agreement, 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

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, in the activities under this Agreement, 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.

MINDY SALTZMAN
PRINT NAME

Mindy Saltzman 1/15/16
SIGNATURE DATE

ATTACHMENT 2

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this February 23, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and North American Butterfly Association, Inc. hereinafter referred to as the 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 High Ridge Scrub, Frenchman's Forest, Juno Dunes, Royal Palm Beach Pines and Delaware Scrub Natural Area(s) (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 that positively impact the natural area while promoting public awareness of the Natural Areas program. 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 February 23, 2016 and ending on February 23, 2017 ("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.
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- 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.
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- 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.
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- 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, familial 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:

Bobt Kline
County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: *Anne Delgent*
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

BY: *Bobt Kline*
Director
Palm Beach County
Environmental Resources Management

ADOPTER: *Teresa Jabour*

ORGANIZATION: *NABA - Palm Beach County*
(Atala Chapter)

ADDRESS: *660 Atlantic Road*
North Palm Beach, FL 33408

REPRESENTATIVE: *Teresa Jabour*
(PLEASE PRINT)

SIGNATURE: *Teresa Jabour*

TITLE: *President*

ATTACHMENT A

The ADOPTER agrees to accomplish the following tasks at High Ridge Scrub, Frenchman's Forest, Juno Dunes, Royal Palm Beach Pines and Delaware Scrub Natural Areas ("Natural Area (s)") within the time period as stated and agreed to in the Agreement.

Conduct two (2) butterfly walks, open to the general public, which will educate participants about native butterflies. The talks should focus on butterfly biology, identification tactics, and general information about butterflies. All talks will take place on an adopted Natural Area and include real-time butterfly identification and observation. The location and times of the walks will be determined by the County and the Adopter and will be determined based on schedules, biological indicators and field conditions. In addition, the Adopter also agrees to hold four (4) biological monitoring events on various adopted Natural Areas. These monitoring events will inventory all butterfly sightings recorded during the survey and all data collected will be shared with ERM for inclusion into our species records for the Natural Area. The dates and locations for these monitoring events will be determined by the County and the Adopter and will be based on biological indicators and best management practices to ensure the most accurate data collection possible.

The COUNTY agrees to accomplish the following incentives for the ADOPTER within the time period as stated and agreed to in the Agreement.

The County agrees to assist the adopter with scheduling and advertisement of the Adopters agreed upon tasks. The County also agrees to identify the Adopter as such on social media, websites and signage at the adopted Natural Area(s). In addition, the County agrees to conduct a guided Natural Area tour just for the benefit of the Adopter. The dates, times and natural areas for these tours will be chosen at a later date by the County.

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 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), in the activities under this Agreement, 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

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

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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.

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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, in the activities under this Agreement, 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




INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: January 28, 2016

TO: Verdenia C. Baker
County Administrator

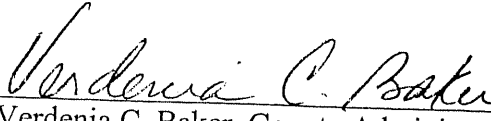
THROUGH: Jon Van Arnam
Deputy County Administrator

FROM:  Robert Robbins, Director
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
Adopt-A-Natural Area Program Standard Agreement.

On November 17, 2015, agenda item 3L3 (R2015-1630) the County Commission approved the County Administrator or her designee to execute the standard Adopt-A-Natural Area Agreement for the purpose of promoting the County's Natural Areas Program.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign the standard Adopt-A-Natural Area Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED:  DATE: 2/2/16
Verdenia C. Baker, County Administrator

RR:mc
Attachment

RECEIVED
R FEB 08 2016 **D**
ENVIRONMENTAL RESOURCES MANAGEMENT

ATTACHMENT 4

**STATE FINANCIAL ASSISTANCE AGREEMENT
LAKE WORTH LAGOON MONASTERY ARTIFICIAL REEF
DEP AGREEMENT NO. 14PB6
AMENDMENT No. 1**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1640C OF THE 2013-2014
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT was entered into on the 13th day of May, 2014, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, MS 3601, Tallahassee, Florida 32399, (hereinafter referred to as the "DEPARTMENT") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2300 North Jog Road, West Palm Beach, Florida, 33401 (hereinafter referred to as "GRANTEE"), a local government under the laws of the State of Florida, to provide funds for the Lake Worth Lagoon Monastery Artificial Reef project.

WHEREAS, the GRANTEE has requested and the DEPARTMENT has agreed to extend the expiration date of this agreement to allow the additional time required for the successful completion of the scopes of work for construction of the artificial reef. Accordingly, the Revised Grant Work Plan is revised as set forth in Attachment A-1.

In consideration of the mutual benefits to be derived from this Agreement, the DEPARTMENT and the GRANTEE do hereby agree as follows:

Paragraph 1 sentence 1 is hereby deleted in its entirety and replaced with the following:


This Agreement shall begin upon execution by both Parties and remain in effect until January 31, 2017, inclusive.

Paragraph 3.C. sentence 3 is hereby deleted in its entirety and replaced with the following:

A final Disbursement Request Package must be submitted to the DEPARTMENT no later than February 28, 2017, to assure the availability of funds for reimbursement.

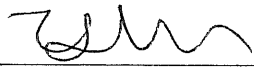
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

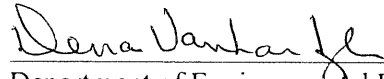
By: 
Robert G. Robbins, Director
Environmental Resources Management

Date: 12-17-2015

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

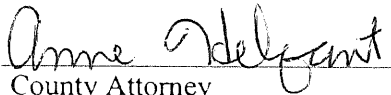
By: 
Department of Environmental Protection
Secretary or Designee

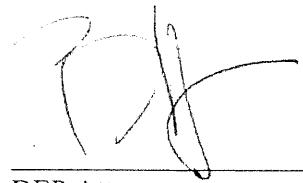
Date: 12/30/15


Department of Environmental Protection,
Grant Administrator

FEID No.: 59-6000785

Approved as to form and legality:


County Attorney


DEP Attorney

*For Agreements with governmental boards/commissions: If someone other than the Director signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify	Letter/ Number	Description (include number of pages)
Type		
Attachment	A-1	Revised Grant Work Plan (2 Pages)

**ATTACHMENT A-1
REVISED GRANT WORK PLAN**

Project Title: Lake Worth Lagoon Monastery Artificial Reef.

Project Location: This project will be located in Lake Worth Lagoon, in the vicinity of Peanut Island within Palm Beach County, Florida.

Project Background: The Lake Worth Lagoon (LWL) Initiative has prioritized projects to restore more than 50 acres of critical habitat, including seagrasses, mangroves, oyster reefs, and artificial reefs and to create over 3500 linear feet of living shorelines within the Lagoon. Restoration of these estuarine resources will provide habitat for fishes and wildlife (including endangered species), improve water quality and provide an ecotourism destination that will support boating, fishing, birding, photography and kayaking activities. LWL is a 20 mile long estuary located within Palm Beach County and bordered by 13 municipalities from North Palm Beach to Ocean Ridge. Management of LWL is coordinated through the LWL Initiative, a multi-agency effort to increase awareness, support and funding assistance for projects to improve and protect the natural resources within the LWL watershed.

Marine habitats have been significantly impacted by coastal development, user pressures, and hurricanes. The reduction of these habitats has led to the decline of many marine organisms. Artificial reefs are man-made habitats that provide the substrate for new hard bottom communities to develop. Artificial reefs use materials, such as concrete and limestone, to mimic natural reef systems. The Monastery Artificial Reef Project, in partnership with the County, Artificial Reef and Estuarine Enhancement Committee and the Lake Worth Lagoon Initiative, provides substantial benefits to the lagoon which attain and maintain biological integrity of the estuarine ecosystem and supports a diversity of fish and wildlife. The proposed project will aid the long-term restoration and conservation of coastal wetlands, including:

- Providing food, shelter, protection, and spawning areas for fish and marine life.
- Relieving user pressure from natural reefs by providing alternative recreational areas for SCUBA divers and anglers.
- Supporting multi-million dollar marine based industries in Palm Beach County that provide thousands of jobs, as documented in the 2001 Socioeconomic Study of Reefs in Southeast Florida.
- Improving and creating important essential fish habitat. The restoration of function of the natural reef system provides habitat for hundreds of species of fish and other marine life. Recreationally and commercially important fish (up to 195 species) will benefit from this artificial reef project.
- Restoring and enhancing important habitat for the federally listed endangered manatee and green sea turtle.

Project Description: This artificial reef will provide hard-bottom habitat in the open waters of Lake Worth Lagoon, the largest estuary within Palm Beach County. This reef will be constructed on open sandy bottom that receives clear oceanic waters during flood tides. Based on the evidence from other projects in the vicinity, this proposed project should provide habitat for many species of fish and invertebrates. This project will consist of placing approximately 1,245 tons of large limestone boulders in discrete piles within a 100 acre reef site, thus maximizing edge effect habitat for marine life utilization.

The Grantee will submit an activity package for task work completed during the invoicing period. The activity package must include:

- (1) An itemized summary of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; and proof of payment of the invoices; and
- (2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and
- (3) A certification signed and sealed by the Engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Revised Grant Work Plan, in accordance with contract documents; that payment is in accordance with contract provisions; and that work, up to the point of the request, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose are identified.

Performance Standard: The DEPARTMENT's Grant Manager will review the project activity package, signed statement from a Florida Licensed Professional Engineer, and signed acceptance of the completed project by the GRANTEE to verify that the work was performed in accordance with the approved plans and specifications in this task description.

Deliverable A: Activity package as described above in the "Project Description": Certification of completion of construction of reef by a professional engineer registered in the State of Florida and signed acceptance of the completed project by the GRANTEE.

Total Cost: \$150,000 – DEPARTMENT Cost \$150,000.
Due: November 1, 2016.

All Tasks are Contractual Services.

ATTACHMENT 5




APR 24 2014

INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: April 22, 2014

TO: Robert Weisman
County Administrator

FROM:  Robert Robbins, Director
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
**Agreement No. 14PB6 with the Florida Department of
Environmental Protection (FDEP) for the construction of an
artificial reef within the Lake Worth Lagoon.**

On April 15, 2014 agenda item 3L5 (R2014-0531) the County Commission approved the County Administrator or his designee to sign all future time extensions, certifications, and other forms that do not change the scope of work or terms and conditions of this Agreement.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign all future time extensions, necessary minor amendments, and other forms that do not change the scope of work or terms and conditions of this Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: 

DATE: 4/24/14

Robert Weisman, County Administrator

RR:mc
Attachment