PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Jui	ne 21, 2016	(X) Consent () Workshop	()Regular ()Public Hearing	
Department: Submitted E Submitted F	-	Resources Managem Resources Managem		
	I. EXECUTI	========= VE BRIEF		
Motion and Title: S	Motion and Title: Staff recommends motion to receive and file:			
A) an Adopt-A-Natural Area Program Agreement with Glenn MacLean for the promotion and maintenance of Juno Dunes Natural Area for a period from April 15, 2016, through April 15, 2017;				
B) an Adopt-A-Natural Area Program Agreement with August Hernandez for the promotion and maintenance of Frenchman's Forest Natural Area for a period from April 6, 2016, through April 6, 2017;				
C) an Adopt-A-Natural Area Program Agreement with Patrick Campbell for the promotion and maintenance of Frenchman's Forest Natural Area for a period from March 30, 2016, through August 30, 2017;				
D) an Adopt-A-Natural Area Program Agreement with the Astronomical Society of the Palm Beaches, Inc. for the promotion and maintenance of Pine Glades Natural Area for a period from May 1, 2016, through April 30, 2018;				
	ural Area Program Agreem nd maintenance of Juno Do 15, 2017;		•	
F) an Adopt-A-Natural Area Program Agreement with the First Baptist Church of Lantana, Inc. for the promotion and maintenance of Hypoluxo Scrub Natural Area for a period from May 3, 2016, through May 3, 2017; and				
Continued on Pag	e 3			
Attachments: 1. Adopt-A-Natural Area Program Agreement (Glenn MacLean) 2. Adopt-A-Natural Area Program Agreement (August Hernandez) 3. Adopt-A-Natural Area Program Agreement (Patrick Campbell) 4. Adopt-A-Natural Area Program Agreement (The Astronomical Society, Inc.) 5. Adopt-A-Natural Area Program Agreement (Loggerhead Marinelife Center, Inc.) 6. Adopt-A-Natural Area Program Agreement (First Baptist Church of Lantana, Inc.) 7. Adopt-A-Natural Area Program Agreement (Keshava Radha Yoga, Inc.) 8. Delegation of Authority Memo				
Recommended by	. 20/2	5	6-7-16	
	Department Director	·	Date	
Approved by:	Deputy County Adminis	trator	Date	
				

II. FISCAL IMPACT ANALYSIS

A. Five	Year Summa	ry of Fisca	l Impact:			
	penditures Costs	2016 y)	2017	2018	2019	2020
NET FISCA	L IMPACT		Personal		B-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
	ONAL FTE S (Cumulative	e)			Mary and American	***************************************
ls Item Incl	uded in Curre	ent Budget	? Yes	s	No	
Budget Ac	count No.: Fu Prog	nd gram	Departn	nentl	Jnit OI	bject
B.	Recommend No Fiscal Im	ded Source pact	es of Funds/S	Summary of	Fiscal Impac	t :
C.	Department	Fiscal Rev	riew: S. Núi	ny		
		III. R	EVIEW COMI	<u>MENTS</u>		
A.	OFMB Fisca	ıl and /or C	ontract Dev.	and Control	Comments:	
В.	OFMB \$ Suffic	5 2) A' 611 iency:	Cor	ntract Develo	Javela pment and C	10/16 Ontrol //6
	Assistant Co	Dulleton Dunty Attor	d 6/13/16 ney			
C.	Other Depar	tment Revi	iew:			
	Department	Director				

Continued from Page 1

G) an Adopt-A-Natural Area Program Agreement with the Keshava Radha Yoga, Inc. for the promotion and maintenance of Yamato Scrub Natural Area for a period from May 1, 2016, through May 1, 2017.

Summary: 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. The adopters agree to specified tasks that are suitable to their organization which includes volunteer trash pickups, restoration plantings, guided tours and other events. This group of adopters will promote the sites in their local neighbourhoods, bring science classes out for tours, maintain trails, participate in astrological events and provide yoga classes. Countywide (AH)

Background and Justification: 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.

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this <u>March 30, 2016</u> by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>Patrick Campbell</u>, 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 <u>Frenchman's Forest Natural Area</u> (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 March 30, 2016 and ending on August 30, 2016 ("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

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:

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

Director

Palm Beach County

Environmental Resources Management

ADOPTER: Patrick Campbell

ORGANIZATION: Score at the Top

ADDRESS: 10435 Riverside Drive Suite 110

Palm Beach Gardens, FL 33410

REPRESENTATIVE: Patrick Campbell

(PLEASE PRINT)

SIGNATURE:

ITLE: Hacking

8,00

The ADOPTER agrees to accomplish the following tasks at the <u>Frenchman's Forest Natural Area</u> within the time period as stated and agreed to in the Agreement.

The Adopter will conduct research on wildlife utilization at the Natural Area. Up to (4) wildlife cameras will be placed within the Natural Area. The locations for the cameras will be chosen by the Adopter, with guidance from County staff, and approved by the County. The cameras will be located near gopher tortoise burrows to observe the gopher tortoise and other wildlife that may utilize the burrow. The information generated from the project will help identify the commensal species of the burrows at the Natural Area along with information about what wildlife utilizes our urban natural area. During the study period of approximately 8 months, the Adopter will perform regular visits to the site to check the cameras and download the photographs and take notes on observations of weather and opportunistic wildlife sightings. Upon completion of the study, a copy of the results of wildlife utilization in urban natural areas will be submitted to the County.

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 meet with the Adopter to determine the best locations for the cameras. The County will provide a minimum of 1 guided walking tour of the Natural Area with the Adopter. Upon request, the County will provide maps/aerials, supplemental information regarding flora and fauna occurring on the Natural Area.

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.
PRINT NAME SIGNATURE DATE

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

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this <u>April 15, 2016</u> by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>Glenn MacLean</u>, 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 <u>Juno Dunes Natural Area</u> (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 4/15/2016 and ending on 4/15/2017("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

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:

 ent
<u>ean</u>

SIGNATURE:____

The ADOPTER agrees to accomplish the following tasks at the <u>Juno Dunes Natural Area</u> ("Natural Area") within the time period as stated and agreed to in the Agreement.

Adopter agrees to promote community awareness about the Natural Area by displaying educational posters of site in Adopter's community clubhouse. The Adopter will also display the Natural Areas Guide brochures to raise awareness about the natural areas program. In addition, the Adopter may place a wildlife camera within the Natural Area to assist with wildlife documentation by sharing data with ERM.

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 will coordinate with the Adopter to provide the educational posters and brochures. The County agrees to meet with the Adopter to evaluate locations for the wildlife camera and to discuss data collection.

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM

VOLUNTEER AGREEMENT

I, undersigned, hereby represent that I have vo Area Program beginning on// and have read the safety recommendations assoc	and ending /	e Adopt-A-Natural
I acknowledge and am aware that participation and acknowledge, understand, and assume the and could result in injury to me or even cause my conditions existing on land or in water such as of vehicle or boat accidents and water.	risk that volunteer activities y death from, among other thi	may be dangerous
I HEREBY FULLY ACQUIT, RELEASE, BEACH COUNTY, FLORIDA, ITS AGENTS OF AND FROM ANY AND ALL COMPENSATORY AND PUNITIVE, COST AND CAUSES OF ACTION, WHETH WHICH I MAY HEREAFTER HAVE AGAI ARISING OUT OF, RELATED TO OR PERFORMANCE OF VOLUNTEER ACTIV	COMMISSIONERS, EMICLAIMS, DEMANDS, DAS AND ATTORNEY'S FRIER ARISING AT LAW (INST PALM BEACH COURT ANY WAY CONNECT	PLOYEES, AND AMAGES, BOTH EES, ACTIONS OR IN EQUITY, NTY, FLORIDA
I understand that it is my responsibility to be a from doing any physical activities beyond my cap	ware of my physical condition	on and will refrain
I acknowledge and understand that, in the activit or agent of Palm Beach County and am not, ther afforded by Palm Beach County to its employees	refore, entitled to any right, be	m not an employee enefit, or privilege
I hereby grant Palm Beach County permission to and to use such photos in any publication includi websites.	photograph me performing ving, but not limited to newspa	volunteer activities per, newsletters or
I am over the age of 18 and have legal capacity to	execute this Agreement.	
PRINT NAME	SIGNATURE	DATE

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 of 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 hazard and acknowledge, understand, and assume the risk that my child(ren)'s participation in voluntee activities may be dangerous and could result in injury or death from, among other things, laten 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 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 voluntee activities and to use such photos in any publication including, but not limited to newspaper newsletters or websites.
PRINT PARENT NAME PARENT SIGNATURE DATE

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this <u>April 6, 2016</u> by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>August Hernandez</u>, 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 Frenchman's Forest 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 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 <u>4/6/2016</u> and ending on <u>4/6/2017</u> ("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

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: While - labyon

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

Director

Palm Beach County

Environmental Resources Management

ADOPTER: Augustin Hernander (PLEASE PRINT)

SIGNATURE

ADDRESS:

Pola Bib Codas FT 33410

The ADOPTER agrees to accomplish the following tasks at the <u>Frenchman's Forest Natural Area</u> within the time period as stated and agreed to in the Agreement.

Adopters agree to reduce vegetation debris at the Prosperity Oaks parcel of the Natural Area by hand removing palm fronds accumulating along the hiking trails within the Natural Area. Mr. Hernandez will remove cabbage palm frond debris to help eliminate standing water throughout the Natural Area and reduce the threat of wildfire. In addition, the Hernandez's will place up to 2 wildlife cameras within the Natural Area to document the activity of wildlife and visitors to this site. The information and photos of wildlife will be shared with ERM at ERM's request, to expand the species lists and document the times and types of public use activities occurring.

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 will coordinate with the Adopter to determine the areas of greatest need of vegetation removal. The County agrees to meet with the Adopters to determine the best location for a wildlife camera(s) and discuss the information ERM would like to receive from the camera photos/videos.

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.
PRINT NAME SIGNATURE DATE

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

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this February 22, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>The Astronomical Society of the Palm Beaches, Inc.</u> 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 <u>Pine Glades Natural</u> 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 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 shall 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] May 1, 2016 and ending on [DATE AGREEMENT EXPIRES] April 30, 2018 ("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 shall be responsible for all 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

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 APPROVED AS TO TERMS AND LEGAL SUFFICIENCY: CONDITIONS: BY: Ame Delymt Assistant County Attorney Director Palm Beach County Environmental Resources Management ADOPTER:_Astronomical Society of the Palm Beaches ORGANIZATION:___ASPB__ ADDRESS: P.O. Box 19652 West Palm Beach, Fl 33416 REPRESENTATIVE: __John O'Brien_

(PLEASE PRINT)

TITLE: ASPB Member

SIGNATURE:

The ADOPTER agrees to accomplish the following tasks at the <u>Pine Glades Natural Area</u> ("Natural Area") within the time period as stated and agreed to in the Agreement.

Participate in two (2) of the County's Sunset Hike events at the Natural Area. The Adopter will set up telescopes for public use as well as have volunteers on hand to operate the telescopes and provide guidance and information on basic astronomy. The Adopter will supply and place red safety cones across the entrance during all stargazing events. The Adopter will designate a contact person for all event coordination efforts. The Adopter will provide the County with proper advance notice about their members only events and cancellations.

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 allow the Adopter and their members access to the parking lot of the Natural Area after hours for the purpose of star viewing. The County will allow the Adopter to hold star viewing events the Friday of each month closest to the "New Moon" and 3 additional nights per month may be requested. These events will be limited to 20 members and 15 vehicles and access is only granted for the parking lot of the Natural Area. The County will designate a contact person for all event coordination efforts. The County will provide proper advance notice of scheduled events that will include the Adopter.

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.
PRINT NAME SIGNATURE DATE

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

Harper Carroll

From:

Stephen Schiff [eddgnt78@comcast.net] Thursday, April 28, 2016 7:11 PM

Sent:

To:

Harper Carroll

Subject:

Signature rights for Pine Glades

Hello Mr. Carroll,

John O'Brien has the authority to sign any agreement involving our club, the ASPB and the Pine Glades Natural Area. He has done an outstanding job working on the club's behalf as our representative for the Pine Glades Natural Area.

Sincerely, Stephen Schiff, Ed.D. President, ASPB

Sent from my iPad

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation

THE ASTRONOMICAL SOCIETY OF THE PALM BEACHES, INC.

Filing Information

Document Number

N13767

FEI/EIN Number

59-2802829

Date Filed

03/10/1986

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

07/21/1998

Principal Address

2074 Cezanne Road

WEST PALM BEACH, FL 33409

Changed: 01/22/2016

Mailing Address

PO BOX 19652

WEST PALM BEACH, FL 33416

Changed: 02/08/2006

Registered Agent Name & Address

Travers, Quin

2074 Cezanne Road

WEST PALM BEACH, FL 33409

Name Changed: 01/22/2016

Address Changed: 01/22/2016

Officer/Director Detail

Name & Address

Title President

Schiff, Stephen Mark, Dr. 12560 Majesty Circle

Boynton Beach, FL 33437

5/6/	201	G

Detail by Entity Name

<u>07/21/1998 -- REINSTATEMENT</u>

View image in PDF format

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this <u>April 15, 2016</u> by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>Loggerhead Marinelife Center</u>, 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 <u>Juno Dunes Natural Area</u> (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.

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

The ADOPTER agrees to accomplish the following tasks at the <u>Juno Dunes Natural Area</u> ("Natural Area") within the time period as stated and agreed to in the Agreement:

- Promote awareness about the Natural Area by displaying educational information of the Natural Area in the Loggerhead Marinelife Center;
- Display the Natural Areas Guide brochures to raise awareness about the County's Natural Areas Program;
- Organize up to six volunteer events to remove trash from the beach portion of the Natural Area:
- Organize volunteers to assist with beach dune plantings and/or intracoastal plantings as needed;
- Incorporate guided hikes in the Natural Area into the Adopter's summer camp program;
- Provide weekly guided hikes open to the public from October to May as weather permits and:
- Collaborate with the County on the development of interpretative signage along the hiking trail in the Natural Area.

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

- Coordinate with the Adopter to provide educational information about the Natural Area and fact sheets about common management activities;
- Provide the Adopter Natural Areas Guide brochures;
- Coordinate with the Adopter on potential planting projects;
- Coordinate with volunteers providing guided hikes at the Natural Area as needed;
- Collaborate with the Adopter on the number of interpretative signs, placement, materials and content.

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM

VOLUNTEER AGREEMENT (Authorization for Minor(s))

I, undersigned, hereby represent that my child(revolunteered to participate in the Adopt/ and ending/recommendations associated with the Program.	-A-Natural Area Progra	has/have am beginning on have read the safety
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.		
AGENTS OF AND FROM ANY AND ALL COMPENSATORY AND PUNITIVE, COSTS	COMMISSIONERS, EN CLAIMS, DEMANDS, E S AND ATTORNEY'S ER ARISING AT LAW NST PALM BEACH CO (REN) ARISING OUT O	MPLOYEES, AND DAMAGES, BOTH FEES, ACTIONS OR IN EQUITY, UNTY, FLORIDA, DF, RELATED TO
I understand that it is my responsibility to be aw will refrain from allowing my child(ren) to par child(ren)'s capabilities.	ware of my child(ren)'s phyricipate in any physical ac	ysical condition and ctivities beyond my
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

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation

LOGGERHEAD MARINELIFE CENTER, INC.

Filing Information

Document Number

769841

FEI/EIN Number

59-2445926

Date Filed

08/15/1983

State

FL

Status

ACTIVE

NONE

Last Event

AMENDMENT AND NAME CHANGE

Event Date Filed

08/01/2007

Event Effective Date

Principal Address

14200 US HIGHWAY 1 JUNO BEACH, FL 33408

Changed: 02/13/2014

Mailing Address

14200 US HIGHWAY 1 JUNO BEACH, FL 33408

Changed: 02/13/2014

Registered Agent Name & Address

LIGHTON, JACK 14200 US HIGHWAY 1 JUNO BEACH, FL 33408

Name Changed: 02/13/2014

Address Changed: 02/13/2014

Officer/Director Detail

Name & Address

Title Chairman

WAXMAN, BRIAN 12407 BANYAN ROAD NORTH PALM BEACH, FL 33408

5/10/2016

<u>04/22/2003 ANNUAL REPORT</u>
05/01/2002 ANNUAL REPORT
04/26/2001 ANNUAL REPORT
05/01/2000 ANNUAL REPORT
<u>04/26/1999 ANNUAL REPORT</u>
<u>08/04/1998 REINSTATEMENT</u>
<u>08/05/1996 ANNUAL REPORT</u>
07/20/1995 ANNUAL REPORT

Detail by Entity Name

which was her on has pure po	View image in PDF format
	View image in PDF format

Angela Jeters

From:

Melissa Tolbert

Sent:

Friday, May 06, 2016 1:42 PM

To: Cc: Angela Jeters Frank Griffiths

Subject:

LMC Signature Authority

Email from CEO stating that Tommy Cutt has signature authority.

Melissa Tolbert
Senior Environmental Analyst
Palm Beach County
Department of Environmental Resources Management
2300 N. Jog Road - 4th Floor
West Palm Beach, FL 33411
561-233-2562

From: Tommy Cutt [mailto:tcutt@marinelife.org]

Sent: Friday, May 06, 2016 1:32 PM

To: Melissa Tolbert

Subject: Fwd: Adoption Agreement

Hi Melissa,

Please see below note from Jack Lighton, LMC's CEO. Let me know if you need anything else.

Thanks,

Tommy Cutt, Chief Conservation Officer Loggerhead Marinelife Center 14200 US Highway One | Juno Beach, FL 33408 Cell: (561) 379-9974 | Office: (808) 495-4505

Website Blog



----- Forwarded message -----

From: Jack Lighton < jlighton@marinelife.org>

Date: Fri, May 6, 2016 at 7:29 AM Subject: Re: Adoption Agreement

To: Tommy Cutt < tcutt@marinelife.org >

Tommy,

Yes, you are able to, and I would like you to sign this agreement on behalf of LMC.

Warm Regards,

Jack E. Lighton President & CEO Loggerhead Marinelife Center 14200 U.S. Highway One Juno Beach, FL 33408

P: <u>561-627-8280 ext.</u> 100

F: 561.627.8305 M: 561.386.8606

E: jlighton@marinelife.org

http://www.marinelife.org/

Save-The-Date:

Loggerhead Invitational @ Seminole Golf Club: Monday & Tuesday May 9 & 10, 2016

Run 4 The Sea @ LMC: Saturday June 18, 2016

Caymus Vineyards Wine Dinner @ Table 26: Monday July 11,2016

Marinelife Day @ The Gardens Mall: August 20th

Please read about LMC's novel approach to saving sea turtles in Juno Beach and around the globe:

http://blogs.discovermagazine.com/crux/2015/03/19/health-care-sea-turtles/#.VRcnm-FZuaq

Mission: To promote conservation of ocean ecosystems with a special focus on threatened and endangered sea turtles.

Vision: To be recognized locally & internationally as the leading authority in sea turtle education, research, and rehabilitation.

On Fri, May 6, 2016 at 1:25 PM, Tommy Cutt < tcutt@marinelife.org > wrote: Hi Jack,

See below email from Melissa at ERM. She's asking for confirmation that I have authority to sign the adopt-anatural area document on behalf of LMC. I attached the document for your review. Attachment A lists LMC's and ERM's tasks.

I just confirmed with Melissa and she said an email from you would be adequate.

Tommy Cutt, Chief Conservation Officer Loggerhead Marinelife Center 14200 US Highway One | Juno Beach, FL 33408 Cell: (561) <u>379-9974</u> | Office: (808) 495-4505

Website Blog

Attachment 6

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this May 3,2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>First Baptist Church of Lantana</u>, Inc., 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 Hypoluxo Scrub 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 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 May 3,2016 and ending on May 3, 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

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.

111111

PALM BEACH COUNTY, by:

County Administrator or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: <u>Onne Sklyant</u> Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

Director

Palm Beach County

Environmental Resources Management

WITNESS: Balbara Balani

ADOPTER: First Baptist Church of Lantana, Inc.

ADDRESS: <u>1126 West Lantana Road</u> <u>Lantana, Florida 33462</u>

REPRESENTATIVE: Tom Peeling (PLEASE PRINT)

SIGNATURE:

TITLE: Church Deacon

The ADOPTER agrees to accomplish the following tasks at the <u>Hypoluxo Scrub Natural Area</u> (Natural Area) within the time period as stated and agreed to in the Agreement.

Perform a minimum of three site visits at the Natural Area for the purpose of enhancing the natural area through removal of garbage, invasive smothering vines, or hiking trail maintenance.

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 will provide one guided educational tour of the Natural Area to the Adopter and up to 20 guests. The date and time of this tour will be chosen at a later date by the County. County will provide gloves, garbage bags, and all tools needed to perform the Adopter's tasks. The County will provide guidance and oversight at all Natural Area events.

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.
PRINT NAME SIGNATURE DATE

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM

VOLUNTEER AGREEMENT (Authorization for Minor(s))

I, undersigned, hereby represent that my child(ren) namedhas/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.

PARENT SIGNATURE

DATE

PRINT PARENT NAME

Angela Jeters

From:

Barbara Bobsein

Sent:

Tuesday, May 10, 2016 8:25 AM Angela Jeters

To: Cc:

Steven Pisano

Subject:

FW: Lantana First Baptist Church

Here ya go

From: Tim Vanfossen [mailto:tvanfossen@vpsfl.org]

Sent: Friday, May 06, 2016 9:34 AM

To: Barbara Bobsein

Subject: Lantana First Baptist Church

Barbara,

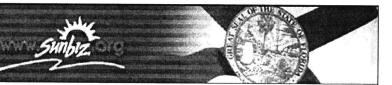
As a member of the board of Trustees for the First Baptist Church Lantana, I want to assure you Tom Peeling has been authorized to sign any documentation you require.

I apologize for taking so long to E mail you.

Thank you,

Thomas Van Fossen

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation

THE FIRST BAPTIST CHURCH OF LANTANA, INC.

Filing Information

Document Number

704301

FEI/EIN Number

59-1381873

Date Filed

07/18/1962

State

FL

Status

ACTIVE

Last Event

NAME CHANGE AMENDMENT

Event Date Filed

02/04/1963

NONE

Event Effective Date

Principal Address

1126 WEST LANTANA ROAD LANTANA, FL 33462

Changed: 04/27/2009

Mailing Address

1126 WEST LANTANA ROAD LANTANA, FL 33462

Changed: 04/27/2009

Registered Agent Name & Address

SQUIRE, LAWTON 10160 41st Drive S.

BOYNTON BEACH, FL 33436

Name Changed: 04/27/2009

Address Changed: 04/22/2016

Officer/Director Detail

Name & Address

Title Trustee

Squire, Lawton 10160 41st Drive S. BOYNTON BEACH, FL 33436

Title Trustee

Van Fossen, Thomas 6269 OLIVE WOOD CIRCLE GREENACRES, FL 33463

Title Trustee

Villarreal, Arturo 1447 West Duval Street Lantana, FL 33462

Title Trustee

Letourneau, Lawrence 2770 South Garden Drive #307 Lake Worth, FL 33461

Title Trustee

Smith, David 1102 Siesta Ave. Boynton Beach, FL 33426

Title Trustee

Shannon, Scott 120 N. 11th St. Lantana, FL 33462

Annual Reports

Report Year	Filed Date
2014	04/14/2014
2015	04/16/2015
2016	04/22/2016

Document Images

04/22/2016 ANNUAL REPORT	View image in PDF format
04/16/2015 ANNUAL REPORT	View image in PDF format
04/14/2014 ANNUAL REPORT	View image in PDF format
04/15/2013 ANNUAL REPORT	View image in PDF format
02/22/2012 ANNUAL REPORT	View image in PDF format
03/14/2011 ANNUAL REPORT	View image in PDF format
02/08/2010 ANNUAL REPORT	View image in PDF format
04/27/2009 ANNUAL REPORT	View image in PDF format
04/21/2008 ANNUAL REPORT	View image in PDF format
04/06/2007 ANNUAL REPORT	

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	View image in PDF format
04/05/2006 ANNUAL REPORT	View image in PDF format
04/11/2005 ANNUAL REPORT	View image in PDF format
02/04/2004 ANNUAL REPORT	View image in PDF format
01/28/2003 ANNUAL REPORT	View image in PDF format
02/13/2002 ANNUAL REPORT	View image in PDF format
03/05/2001 ANNUAL REPORT	View image in PDF format
05/23/2000 ANNUAL REPORT	View image in PDF format
04/21/1999 ANNUAL REPORT	View image in PDF format
05/19/1998 ANNUAL REPORT	View image in PDF format
05/06/1997 ANNUAL REPORT	View image in PDF format
05/01/1996 ANNUAL REPORT	View image in PDF format

PALM BEACH COUNTY ADOPT-A-NATURAL AREA PROGRAM AGREEMENT

This Agreement is made and entered into this _______ by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>Keshava Radha Yoga Inc</u>, 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 <u>for Yamato Scrub Natural Area</u> (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.
- 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 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:

APPROVED AS TO TERMS AND **CONDITIONS:**

Assistant County Attorney

Director

Palm Beach County

Environmental Resources

Management

ADOPTER: K-eshuva fadla Yaga Mc.

REPRESENTATIVE: SHELLY LIQUER-COLDMA (PLEASE PRINT) (Radba) SIGNATURE: 1 Quy,

TITLE: Presidat.

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

Conduct two (2) one-hour yoga classes at Yamato Scrub Natural Area.

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 Adopter's yoga classes at Yamato Scrub Natural Area. The County also agrees to conduct one (1) guided natural area tour just for the benefit of the Adopter. The date, time and natural area for this tour will be chosen at a later date by the County.

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.
PRINT NAME SIGNATURE DATE

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		

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

KESHAVA RADHA YOGA INC.

Filing Information

Document Number

P15000013714

FEI/EIN Number

47-3089145

Date Filed

02/10/2015

State

FL

Status

ACTIVE

Principal Address

1700 N DIXIE HWY

142-144

BOCA RATON, FL 33432

Mailing Address

1700 N DIXIE HWY

142-144

BOCA RATON, FL 33432

Registered Agent Name & Address

LIQVER-GOLDMAN, SHELLY, MRS.

1700 N DIXIE HWY

142-144

BOCA RATON, FL 33432

Officer/Director Detail

Name & Address

Title P

LIQVER-GOLDMAN, SHELLY, MRS. 5510 PACIFIC BLVD APT 107 BOCA RATON, FL 33433

Title VP

GOLDMAN, LIOR, MR. 5510 PACIFIC BLVD APT 107 BOCA RATON, FL 33433

Annual Reports



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: Wordenia C. Baker, County Administrator 44/16

RR:mc Attachment

ENVIRONMENTAL RESOURCES MANAGEMENT