

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2016 (X) Consent () Regular
() Workshop () Public Hearing

Department:
Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

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

- A) an Adopt-A-Natural Area Program Agreement with the Snook and Gamefish Foundation, Inc. for the promotion and maintenance of Jupiter Ridge Natural Area for a period from May 26, 2016 through May 26, 2017;
- B) an Adopt-A-Natural Area Program Agreement with the Palm Beach Pack and Paddle Club, Inc. for the promotion and maintenance of Winding Waters Natural Area for a period from June 3, 2016 through June 3, 2017; and
- C) an Adopt-A-Natural Area Program Agreement with the Audubon Society of the Everglades, Inc. for the promotion and maintenance of Frenchman's Forest, Seacrest Scrub and Pine Glades Natural Area for a period from June 21, 2016, through June 21, 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 Snook and Gamefish Foundation, Inc. will develop posters and conduct fishing clinics at Jupiter Ridge Natural Area; The Palm Beach Pack and Paddle Club, Inc. will conduct tours of Winding Waters Natural Area; The Audubon Society of the Everglades, Inc. will lead birding walks at several natural areas. 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. The adopters agree to specified tasks that are suitable to their organization which includes volunteer pickups, restoration plantings, guided tours and other events.

- Attachments:
- 1. Adopt-A-Natural Area Program Agreement (Snook and Gamefish Foundation, Inc.)
 - 2. Adopt-A-Natural Area Program Agreement (Palm Beach Pack and Paddle Club, Inc.)
 - 3. Adopt-A-Natural Area Program Agreement (Audubon Society of the Everglades, Inc.)
 - 4. Delegation of Authority Memo

Recommended by: [Signature] 7/19/20
Department Director Date

Approved by: [Signature] 8/9/16
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No _____		
Budget Account No.: Fund _____ Program _____	Department _____	Unit _____	Object _____		

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

* No Fiscal Impact

C. Department Fiscal Review:

S. Henry

III. REVIEW COMMENTS

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

[Signature] 7/22/16
OFMB 7/21/16

[Signature] 7/29/16
Contract Development and Control
7/27/16

B. Legal Sufficiency:

Anne Helgen 8/9/16
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM
AGREEMENT

This Agreement is made and entered into this May 26, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Snook and Gamefish Foundation, 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 Jupiter Ridge 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 26, 2016 and ending on May 26, 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:


County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: Anne Delgado
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

BY: 
Director
Palm Beach County
Environmental Resources Management

WITNESS: 

ADOPTER: Snook & Gamefish Foundation, Inc.
(PLEASE PRINT)

ORGANIZATION: Snook & Game Foundation, Inc.

ADDRESS:
1505 W. Terrace Dr.
Lake Worth, FL 33460

REPRESENTATIVE: Brett Fitzgerald
(PLEASE PRINT)

SIGNATURE: 

TITLE: Executive Director

ATTACHMENT A

The ADOPTER agrees to accomplish the following tasks at the Jupiter Ridge Natural Area (Natural Area) within the time period as stated and agreed to in the Agreement:

1. Develop a poster to be installed in the parking lot kiosk and/or the ski beach kiosk. The poster will inform visitors about the Adopter-County partnership via the adopt-a-natural area program, the mission of the Adopter and details about the SGF Angler Action program for recording recreational angler catch data.
2. Provide volunteers for 2 trash clean-up events and potential estuarine or shoreline enhancement projects (e.g., oyster bag deployments, shoreline plantings). Adopter will coordinate dates and times with the County.
3. Hold a minimum of 2 fishing clinics and/or fishing tournaments at the Natural Area. Adopter will coordinate dates and times with the County.
4. Provide the County quarterly with recreational catch data that has been recorded along the shoreline of 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:

1. Identify the Adopter as an adopter of Jupiter Ridge Natural Area on kiosk posters, social media and websites.
2. Conduct field visits with the Adopter to evaluate the potential for future estuarine enhancement projects (e.g., oyster bag deployments or shoreline plantings).
3. For a minimum of 2 events, the County will provide special access to ski beach for anglers participating in fishing clinics and/or fishing tournaments.
4. Coordinate juvenile fish sampling efforts with the Adopter within portions of mangrove tidal swamp, including former tributaries of Lake Worth Creek.

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

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

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

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

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

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

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

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

PRINT NAME

SIGNATURE

DATE

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

VOLUNTEER AGREEMENT
(Authorization for Minor(s))

I, undersigned, hereby represent that my child(ren) named _____ has/have 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 Not For Profit Corporation

SNOOK AND GAMEFISH FOUNDATION, INC.

Filing Information

Document Number	N98000001796
FEI/EIN Number	65-0839514
Date Filed	03/27/1998
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/22/2015

Principal Address

1505 West Terrace Drive
Lake Worth, FL 33460

Changed: 02/12/2014

Mailing Address

1505 West Terrace Drive
Lake Worth, FL 33460

Changed: 06/08/2015

Registered Agent Name & Address

Fitzgerald, Brett
1505 Terrace Drive
Lake Worth, FL 33460

Name Changed: 02/12/2014

Address Changed: 02/12/2014

Officer/Director Detail

Name & Address

Title Executive Director

FITZGERALD, BRETT
1505 WEST TERRACE AVENUE
LAKE WORTH, FL 33460

Title Chairman

READLING, MIKE
1913 NE LAKE PLACE
JENSEN BEACH, FL 34957

Title VC

Gausius, Pete
4580 Little River Lane
Fort Myers, FL 33905

Title VC

Nickles, Dave
135 Marsh Glen Pt
Sandy Springs, GA 30328

Title Treasurer

Quasius, Maria
4580 Little River Lane
Fort Myers, FL 33905

Title Secretary

Andreotta, Holly
1716 Kelso Ave
Lake Worth, FL 33460

Annual Reports

Report Year	Filed Date
2014	02/12/2014
2015	12/22/2015
2016	04/26/2016

Document Images

04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/22/2015 -- REINSTATEMENT	View image in PDF format
02/12/2014 -- ANNUAL REPORT	View image in PDF format
04/30/2013 -- ANNUAL REPORT	View image in PDF format
03/20/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- Amendment and Name Change	View image in PDF format
02/10/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
05/07/2008 -- ANNUAL REPORT	View image in PDF format
02/26/2007 -- ANNUAL REPORT	View image in PDF format

ATTACHMENT 2

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

This Agreement is made and entered into this May 27, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Palm Beach Pack and Paddle Club, 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 Winding Waters Natural Area (the "Natural Area"); and

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

NOW, THEREFORE, the parties agree to the following:

- 1.) The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein.
- 2.) As part of the Program, Adopter may promote or maintain the Natural Area by providing services 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 June 3, 2016 and ending on June 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

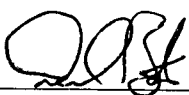
Agreement. Either party may terminate this Agreement for any reason upon written notice to the designated Representative of the other party.

- 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

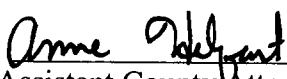
stated herein. None of the provisions, terms and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

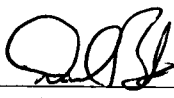
PALM BEACH COUNTY, by:


County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:


BY: 
Director
Palm Beach County
Environmental Resources Management

WITNESS: 

ADOPTER: GEOFFREY WILSON
(PLEASE PRINT)

ADDRESS: 4498 DANIELSON DRIVE
LAKE WORTH, FL 33467

REPRESENTATIVE: GEOFFREY WILSON
(PLEASE PRINT)

SIGNATURE: 

TITLE: CO PRESIDENT

ATTACHMENT A

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

The Adopter agrees to conduct two (2) waterway and island trash cleanups at the Natural Area. The Adopter agrees to conduct two (2) hiking tours of the Natural Area and two (2) paddle tours of the navigable waterways at the Natural Area. Adopter shall coordinate the trash cleanups, hiking tours and paddle tours with 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 assist the Adopter with scheduling and advertising of the Adopters agreed upon tasks. The County agrees to give the Adopter training to prepare the Adopter for guiding tours at the Natural Area. The County agrees to conduct four (4) Natural Area tours for the benefit of the Adopter. The dates, times and Natural Areas for these tours will be chosen at a later date by the County.

ATTACHMENT B

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

VOLUNTEER AGREEMENT

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

ATTACHMENT B

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

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

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

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

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

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

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

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

PRINT PARENT NAME

PARENT SIGNATURE DATE

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Not For Profit Corporation

PALM BEACH PACK AND PADDLE CLUB, INC.

Filing Information

Document Number	N96000005790
FEI/EIN Number	65-0171726
Date Filed	11/13/1996
State	FL
Status	ACTIVE

Principal Address

913 SUMTER ROAD EAST
WEST PALM BEACH, FL 33415

Changed: 04/02/1999

Mailing Address

POST OFFICE BOX 16041
WEST PALM BEACH, FL 33416

Registered Agent Name & Address

LEEDS, LINDA M
913 SUMTER ROAD EAST
WEST PALM BEACH, FL 33415

Name Changed: 05/19/1997

Address Changed: 05/19/1997

Officer/Director Detail

Name & Address

Title Treasurer

ARTH, TOM
240 TAM O SHANTER DR
PALM SPRINGS, FL 33461

Title Co-President

WILSON, GEOFFREY
4498 DANIELSON DRIVE

LAKE WORTH, FL 33467

Title VP

Cruz, Noel
9921 Robins Nest Rd
Boca Raton, FL 33496

Title Secretary

Doucette, Nancy
1117 East Shore Dr
West Palm Beach, FL 33406

Title Co-President

SAUNDERS, STEPHANIE
8104-A OAKTON COURT
WEST PALM BEACH, FL 33406

Annual Reports

Report Year	Filed Date
2014	01/20/2014
2015	01/16/2015
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Document Images

01/22/2016 -- ANNUAL REPORT	View image in PDF format
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01/17/2011 -- ANNUAL REPORT	View image in PDF format
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-5/18/2016

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Consolidated and Branch Filings
State of Florida Department of State

ATTACHMENT 3

PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM
AGREEMENT

This Agreement is made and entered into this June 14, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Audubon Society of the Everglades, 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 Frenchman's Forest, Seacrest Scrub and Pine Glades 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 June 21, 2016 and ending on June 21, 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:

R. H. R. R.

County Administrator or Designee

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: *Anne Helgen*
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

BY: *R. H. R. R.*
Director
Palm Beach County
Environmental Resources Management

WITNESS: *C. Roy Snyder*

ADOPTER: Audubon Society of the Everglades
(PLEASE PRINT)

ORGANIZATION: Audubon Society of the Everglades

ADDRESS:
PO Box 16914
WPB, FL 33416

REPRESENTATIVE: Paton R White
(PLEASE PRINT)

SIGNATURE: *Paton R White*

TITLE: president

ATTACHMENT A

The ADOPTER agrees to accomplish the following tasks at the Frenchman's Forest, Seacrest Scrub and Pine Glades Natural Areas ("Natural Areas") within the time period as stated and agreed to in the Agreement.

1. The Adopter agrees to lead three (3) birding walks on the Natural Areas free and open to the general public. These walks will accommodate beginning birders by introducing participants to bird watching techniques, bird ID as well as discuss the importance of natural areas for bird populations.
2. The Adopter agrees to distribute and display the County brochures and literature at Adopter sponsored events outside of the agreed upon events for the purpose of this adoption when appropriate.
3. The Adopter agrees to present data collected on the Natural Areas during scheduled birding walks 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.

1. The County agrees to identify the Adopter as such with signs at the adopted Natural Areas as well as on social media and the website.
2. The County agrees to conduct a minimum of two (2) guided tours of a county natural area for the exclusive enjoyment of the Adopter and its members. The times, dates and locations of these tours will be determined by the County at a later date.
3. The County agrees to assist with advertising and registration for the Adopter led events at the Natural Areas. Participation for these events may be limited.
4. The County agrees to allow the Adopter to advertise other Adopter led events on the Natural Areas outside of those agreed to in this agreement by posting informational flyers with dates and times at the informational kiosks located on County Natural Areas.

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

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

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

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

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

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

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

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

PRINT NAME

SIGNATURE

DATE

ATTACHMENT B
PALM BEACH COUNTY
ADOPT-A-NATURAL AREA PROGRAM
VOLUNTEER AGREEMENT
(Authorization for Minor(s))

I, undersigned, hereby represent that my child(ren) named _____ has/have 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



Detail by Entity Name

Florida Not For Profit Corporation

AUDUBON SOCIETY OF THE EVERGLADES, INC.

Filing Information

Document Number 710524
FEI/EIN Number 59-6019854
Date Filed 03/15/1966
State FL
Status ACTIVE

Principal Address

732 Muirfield Circle
Atlantis, FL 33462

Changed: 04/24/2014

Mailing Address

PO BOX 16914
W PALM BCH, FL 33416-6914

Changed: 04/23/1997

Registered Agent Name & Address

White, Paton R
732 Muirfield Circle
Atlantis, FL 33462

Name Changed: 04/24/2014

Address Changed: 04/24/2014

Officer/Director Detail

Name & Address

Title P

White, Paton R
732 Muirfield Circle
Atlantis, FL 33462

Title VP

HUMPHRIES, LINDA
637 N E 6TH COURT #L
BOYNTON BEACH, FL 33435

Title D

SNYDER, SUSAN
1894 TUDOR RD
JUNO ISLES, FL 33408

Title S

PARMALEE, ALAN
4765 N W 4TH COURT
DELRAY BEACH, FL 33445

Title T

White, Paton R
732 Muirfield Circle
Atlantis, FL 33462

Annual Reports

Report Year	Filed Date
2014	04/24/2014
2015	02/23/2015
2016	04/28/2016

Document Images

04/28/2016 -- ANNUAL REPORT	View image in PDF format
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04/24/2014 -- ANNUAL REPORT	View image in PDF format
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ATTACHMENT 4




INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: January 28, 2016

TO: Verdenia C. Baker
County Administrator

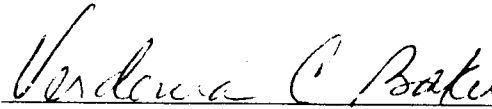
THROUGH: Jon Van Arnam
Deputy County Administrator

FROM:  Robert Robbins, Director
Environmental Resources Management

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

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

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

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

RR:mc
Attachment

RECEIVED
FEB 08 2016
ENVIRONMENTAL RESOURCES MANAGEMENT