



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No _____		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
No Fiscal Impact

C. Department Fiscal Review: *J. Neary*

**III. REVIEW COMMENTS**

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

*[Signature]*  
OFMB *ET 10/14* *[Signature]* *10/14/16*      *[Signature]* *10/24/16*  
Contract Development and Control  
*[Signature]* *10/24/16*

B. Legal Sufficiency:

*Anne Delgado* *10/25/16*  
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 September 1, 2016 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County" and North American Butterfly Association, Inc-Palm Beach County, hereinafter referred to as the Adopter, hereinafter referred to collectively as the "parties."

WITNESSETH:

WHEREAS, on February 23, 2016, the County entered into an agreement with North American Butterfly Association, Inc. (R2015-1630), hereinafter referred to as the "Previous Agreement"; and

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

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

WHEREAS, the Adopter desires to adopt a natural area by agreeing to provide volunteer support for maintenance, promotional or other agreed upon activities for High Ridge Scrub, Frenchman's Forest, Juno Dunes, Royal Palm Beach Pines and Delaware Scrub Natural Area(s) (the "Natural Area"); and

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

NOW, THEREFORE, the parties agree to the following:

- 1.) The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein.
- 2.) This Agreement hereby terminates and replaces the Previous Agreement.
- 3.) 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.
- 4.) 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.

- 5.) Adopter agrees to comply with Palm Beach County Natural Ordinance 94-13, as amended, at all times.
- 6.) The County recognizes Adopter as an adopter of the Natural Area for a period commencing on September 1, 2016 and ending on September 1, 2017 ("Expiration Date"). Upon the Expiration Date, this Agreement shall terminate, unless renewed by the parties for an additional term.
- 7.) 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.
- 8.) The parties understand that additional organizations or groups may simultaneously adopt the Natural Area.
- 9.) 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.
- 10.) 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.
- 11.) 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.
- 12.) 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

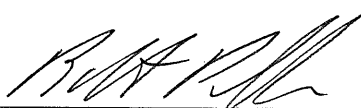
age of eighteen participate in the Program, the Adopter must have emergency contact information for each child onsite during each event at the Natural Area.

- 13.) 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.
- 14.) This Agreement is non-assignable. The Adopter's signatory is authorized and instructed to execute this Agreement for the Adopter.
- 15.) 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.
- 16.) 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.
- 17.) 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.
- 18.) 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.
- 19.) 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.
- 20.) 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.
- 21.) 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.
- 22.) Nothing in this Agreement authorizes Adopter to use the County's logo except as authorized under Palm Beach County Ordinance 96-5.
- 23.) Any promotional material used by the Adopter to promote the Natural Area must first be reviewed and approved by the County's Representative.

- 24.) Use of the term "Adopter" includes Adopter's employees, members, volunteers and agents.
- 25.) 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.

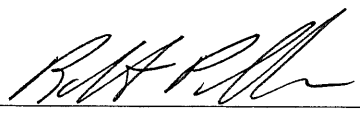
PALM BEACH COUNTY, by:

  
 \_\_\_\_\_  
 County Administrator or Designee

APPROVED AS TO FORM AND  
 LEGAL SUFFICIENCY:

BY: Anne Delgant  
 Assistant County Attorney

APPROVED AS TO TERMS AND  
 CONDITIONS:

BY:   
 \_\_\_\_\_  
 Director  
 Palm Beach County  
 Environmental Resources Management

WITNESS: Angele J...

ADOPTER: Atala Chapter

ORGANIZATION: North American Butterfly Associ  
Palm Beach County

ADDRESS: 660 Atlantic Road  
North Palm Beach, FL 33408

REPRESENTATIVE: Teri Jabour  
 (PLEASE PRINT)

SIGNATURE: Teri Jabour

TITLE: President

## ATTACHMENT A

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

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

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

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

**ATTACHMENT B**

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

**VOLUNTEER AGREEMENT**

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

### Foreign Not For Profit Corporation

NORTH AMERICAN BUTTERFLY ASSOCIATION INC.

### Filing Information

<b>Document Number</b>	F09000005023
<b>FEI/EIN Number</b>	13-3689481
<b>Date Filed</b>	12/16/2009
<b>State</b>	NY
<b>Status</b>	ACTIVE

### Principal Address

4 DELAWARE ROAD  
MORRISTOWN, NJ 07960

Changed: 04/29/2010

### Mailing Address

4 DELAWARE ROAD  
MORRISTOWN, NJ 07960

Changed: 04/29/2010

### Registered Agent Name & Address

CF REGISTERED AGENT, INC.  
100 S. Ashley Drive  
Suite 400  
Tampa, FL 33602

Name Changed: 02/08/2016

Address Changed: 03/09/2016

### Officer/Director Detail

#### **Name & Address**

Title CP

GLASSBERG, JEFFREY  
4 DELAWARE ROAD  
MORRISTOWN, NJ 07960

Title VP

**Article VIII**

*Fiscal Year*

1. The fiscal year of the Chapter shall end on October 31 to conform with NABA's fiscal year.

**Article IX**

*Contracts, Checks, and Financial Institution Accounts*

1. The Executive Committee is authorized to select such depositories as shall be deemed proper for the funds of the Chapter and shall determine who shall be authorized on the Chapter's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents. The name, address and telephone number of any depository selected and the relevant account number(s), and any changes to the foregoing, shall be immediately conveyed to the Treasurer of NABA. An officer of NABA National shall be named as a signatory on any financial institution account or fund in which chapter funds are deposited. At least two signatures shall be required on checks in the amount of \$500 or more. For checks in the amount of \$1000 or more, one of the signatories shall be an officer of NABA National. For activities other than those needed for the normal operations of the Chapter, the authorization of funds shall normally be submitted to the Executive Committee for discussion and vote.

**Article X**

*Dissolution*

1. The Chapter may be dissolved by a majority vote of Chapter members, by a majority vote of the Board of Directors of NABA, or, if the Chapter has fewer than 15 members in good standing, by the President of NABA. Upon dissolution, all assets of the Chapter, including financial institution accounts and cash on hand, become the property of NABA National and shall be promptly sent to NABA National.

**Article XI**

*Amendments*

1. These bylaws may be amended by the affirmative vote of a majority of the entire Board of Directors of NABA, at any meeting of the Board of Directors of NABA. The Chapter may adopt additional governing procedures by a vote of the Chapter membership, provided such procedures are not inconsistent with the procedures set forth herein.

Accepted by Teri Jabour, (Teri Jabour);  
(signature) (printed name)  
President of NABA- Atala  
(title) (chapter name)

on the 21 day of May, 2014.

ATTACHMENT 2




**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