

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

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget?</b>	Yes _____		No _____		
<b>Budget Account No.:</b>	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

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

**No Fiscal Impact.** The Sponsorship Agreements provide goods and Services to benefit the County's environmental efforts worth a total value of \$8,434.

**C. Department Fiscal Review:**

S. Henry

### III. REVIEW COMMENTS

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

John W. 6/16/17  
OFMB ET 6/15 EB  
6/15

Dr. S. Jacobson 6/19/17  
Contract Development and Control

**B. Legal Sufficiency:**

Anne Delant 6-19-17  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

## ATTACHMENT 1

### SPONSORSHIP AGREEMENT

**BETWEEN PALM BEACH COUNTY AND West Palm Beach Fishing Club, Inc.**

**FOR SPONSORSHIP OF THE LAKE WORTH LAGOON FISHING CHALLENGE ON MAY 26 – JULY 13, 2017**

This Agreement is made on this 18<sup>th</sup> day of May, 2017, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and West Palm Beach Fishing Club, Inc., a corporation authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties."

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein, the parties agree as follows:

#### Section 1. Term.

The term of this Agreement shall commence upon execution by both parties and shall terminate on July 14, 2017.

#### Section 2. Sponsor's Responsibilities

Sponsor will pay County \_\_\_\_\_ upon execution of this Agreement for a \_\_\_\_\_ level sponsorship for the Event. **AND/OR** Sponsor shall provide the County with See Attachment A on \_\_\_\_\_ for a Platinum level sponsorship for the Event.

#### Section 3. County's Responsibilities

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

A. Platinum Level: Logo (large) included on all challenge promotional materials and website, \*logo on awards, opportunity to display (6-ft table) at awards event, acknowledgment at awards event, logo on sponsor signage at awards event, recognition in two announcements to participants during challenge, name listing in press releases, recognition via social media. *\*Sponsorship must be approved by May 26, 2017 for logo to be included on awards.*

B. Gold Level: Logo included on all challenge promotional materials and website, opportunity to display (6-ft table) at awards event, acknowledgment at awards event, logo on sponsor signage at awards event, recognition in one announcement to participants during challenge, name listing in press releases, recognition via social media

C. Silver Level: Logo included on all challenge promotional materials and website, opportunity to provide single flyer (or equivalent) to be distributed at awards event (up to 200 pieces), acknowledgment at awards event, logo on sponsor signage at awards event, recognition in one announcement to participants during challenge, name listing in press releases, recognition via social media

D. Bronze Level: Name on challenge website, opportunity to provide single flyer (or equivalent) to be distributed at awards event (up to 200 pieces), name on sponsor signage at awards event

#### Section 4. Sponsorship Standards

A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.

B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.

C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

#### Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

#### Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

#### Section 7. Indemnification

Sponsor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Sponsor's performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 8. Remedies

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. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

**County:**

Director, Palm Beach County  
Department of Environmental  
Resources Management  
2300 North Jog Road 4th floor  
West Palm Beach, FL 33411  
Facsimile: 561-233-2414

**Sponsor:**

Thomas L. Twyford, Jr.  
West Palm Beach Fishing Club, Inc.  
201 Fifth Street  
West Palm Beach, FL 33401

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 12. Non Discrimination

The Sponsor warrants and represents that its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 13. Entirety of Contractual Agreement

County and Sponsor 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 County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY**

  
\_\_\_\_\_  
Signature

Robert Robbins

Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Assist. County Attorney

**SPONSOR**

  
\_\_\_\_\_  
Signature

Thomas L. Twyford, Jr.

Name (type or print)

President

Title (If applicable)

**Attachment A**  
**Lake Worth Lagoon Fishing Challenge- May 26 – July 13, 2017**  
**Sponsorship Agreement**

Sponsor (West Palm Beach Fishing Club, Inc.) shall provide the following awards to winners of the Lake Worth Lagoon Fishing Challenge:

1. Adult Angler Overall Prize – Penn Battle II 3000 rod and reel combo (value \$130)
2. Youth Angler Overall Prize – Penn Battle II 2500 rod and reel combo (value \$120)
3. Adult Sportfish Award – Engel 50-quart Deep Blue high performance marine cooler (value \$330)
4. Youth Sportfish Award – Engel 25-quart Deep Blue high performance marine cooler (value \$230)
5. Random Drawing Award (week #1) – Penn Battle II 3000 rod and reel combo (value \$130)
6. Random Drawing Award (week #2) – Penn Battle II 3000 rod and reel combo (value \$130)
7. Random Drawing Award (week #3) – Penn Battle II 3000 rod and reel combo (value \$130)

8. Random Drawing Award (week #4) – Penn Battle II 3000 rod and reel combo (value \$130)
9. Random Drawing Award (week #5) – Penn Battle II 3000 rod and reel combo (value \$130)
10. Random Drawing Award (week #6) – Penn Battle II 3000 rod and reel combo (value \$130)
11. Random Drawing Award (for entire month) – Engel Deep Blue 50-quart high performance marine cooler (value \$330)

Total value of the 11 awards = \$1,920

Sponsor (West Palm Beach Fishing Club, Inc.) shall provide the following for the Lake Worth Lagoon Fishing Challenge angler recognition event scheduled for July 13, 2017:

Use of facility (West Palm Beach Fishing Club) to host awards event. Set up and breakdown time included. Water, soft drinks, and pre-packaged/prepared food (e.g. chips/cookies) for attendees (value \$800)

Total value of award event = \$800

***Total sponsorship value = \$2,720***



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Not For Profit Corporation  
WEST PALM BEACH FISHING CLUB, INC.

Filing Information

Document Number 769453  
FEI/EIN Number 65-0058566  
Date Filed 07/19/1983  
State FL  
Status ACTIVE  
Last Event REINSTATEMENT  
Event Date Filed 01/25/2017

Principal Address

201 FIFTH STREET  
W PALM BCH, FL 33401

Changed: 03/09/2009

Mailing Address

201 FIFTH STREET  
P.O.BOX 468  
W PALM BCH, FL 33402

Changed: 07/12/1988

Registered Agent Name & Address

TWYFORD, THOMAS L., JR.  
201 FIFTH STREET  
W. PALM BEACH, FL 33401

Name Changed: 01/25/2017

Address Changed: 02/01/2010

Officer/Director Detail

Name & Address

Title Director

Jolley, John W., Jr.  
4925 PINE TREE DR.  
BOYNTON BEACH, FL 33436

Title SD

KLEISER, DANIEL R.  
200 W RIVERSIDE DR  
JUPITER, FL 33469

Title Chairman, Treasurer

SCHULZ, PETE  
9930 S.E. BUTTONWOOD WAY  
TEQUESTA, FL 33469

Title PD

TWYFORD, THOMAS LJR  
921 LAUREL RD  
N PALM BCH, FL 33408

Annual Reports

Report Year	Filed Date
2015	01/21/2015
2016	01/25/2017
2017	01/25/2017

Document Images

<a href="#">01/25/2017 – REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/2015 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2014 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/21/2013 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2012 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/08/2011 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2010 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2009 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2008 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/02/2007 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2006 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2005 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2004 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/04/2003 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2002 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/05/2001 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2000 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/1999 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/1998 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/21/1997 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/1996 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/1995 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>



5/30/2017

Detail by Entity Name

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Remove Corporation from List of West Palm Beach

## ATTACHMENT 2

### SPONSORSHIP AGREEMENT

**BETWEEN PALM BEACH COUNTY AND Snook and Gamefish Foundation, Inc.**

**FOR SPONSORSHIP OF THE LAKE WORTH LAGOON FISHING CHALLENGE ON MAY 26 – JULY 13, 2017**

This Agreement is made on this 18<sup>th</sup> day of May, 2017, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and Snook and Gamefish Foundation, Inc., a corporation authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties."

NOW, THEREFORE, in consideration of the mutual covenants, promises and representation contained herein, the parties agree as follows:

#### Section 1. Term.

The term of this Agreement shall commence upon execution by both parties and shall terminate on July 14, 2017.

#### Section 2. Sponsor's Responsibilities

Sponsor will pay County \_\_\_\_\_ upon execution of this Agreement for a \_\_\_\_\_ level sponsorship for the Event. **AND/OR** Sponsor shall provide the County with See Attachment A on \_\_\_\_\_ for a Platinum level sponsorship for the Event.

#### Section 3. County's Responsibilities

County will provide the following sponsorship benefits in accordance with the sponsorship level selected by Sponsor:

A. Platinum Level: Logo (large) included on all challenge promotional materials and website, \*logo on awards, opportunity to display (6-ft table) at awards event, acknowledgment at awards event, logo on sponsor signage at awards event, recognition in two announcements to participants during challenge, name listing in press releases, recognition via social media. *\*Sponsorship must be approved by May 26, 2017 for logo to be included on awards.*

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D. Bronze Level: Name on challenge website, opportunity to provide single flyer (or equivalent) to be distributed at awards event (up to 200 pieces), name on sponsor signage at awards event

#### Section 4. Sponsorship Standards

A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.

B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.

C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

#### Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

#### Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

#### Section 7. Indemnification

Sponsor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Sponsor's performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 8. Remedies

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. Sponsor’s sole remedy for County’s breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties’ Representatives set forth below:

<b>County:</b>	<b>Sponsor:</b>
Director, Palm Beach County	<u>Brett Fitzgerald</u>
Department of Environmental	<u>Snook and Gamefish Foundation,</u>
Resources Management	<u>Inc.</u>
2300 North Jog Road 4th floor	<u>1505 Terrace Drive</u>
West Palm Beach, FL 33411	<u>Lake Worth, FL 33460</u>
Facsimile: 561-233-2414	

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

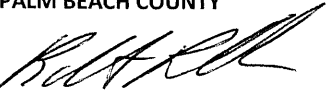
Section 12. Non Discrimination

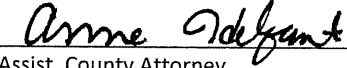
The Sponsor warrants and represents that its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

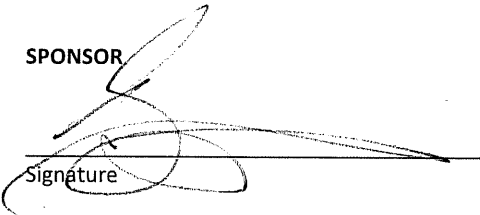
Section 13. Entirety of Contractual Agreement

County and Sponsor 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 WEREOF, The County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY**  
  
\_\_\_\_\_  
Signature  
Robert Robbins  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
Assist. County Attorney

**SPONSOR**  
  
\_\_\_\_\_  
Signature  
Brett Fitzgerald  
Name (type or print)  
Executive Director  
Title (If applicable)

**Attachment A**

**Lake Worth Lagoon Fishing Challenge – May 26 – July 9, 2017**

Sponsor (Snook and Gamefish Foundation, Inc.) shall provide the County with:

Description	Value
Use of the iAnglerTournament platform to host the fishing challenge free to participants May 26 – July 9, 2017. This includes technical support to build the site structure, host the registration and logging website, provide staff training and assist with backend administration for the challenge.	\$1,500
Promotional assistance for the fishing challenge (e.g. written article, social media posts, distribution of marketing materials and mentions at public events).	\$3,500
<b>TOTAL:</b>	<b>\$5,000</b>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

**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

5/30/2017

Detail by Entity Name

Title Chairman

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

Title VC

Qausius, 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
2015	12/22/2015
2016	04/26/2016
2017	02/03/2017

Document Images

<a href="#">02/03/2017 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2016 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/22/2015 – REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/12/2014 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2013 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2012 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2011 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2011 – Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">02/10/2010 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2009 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/07/2008 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2007 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2006 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2005 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

5/30/2017

Detail by Entity Name

<u>01/19/2000 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/04/2004 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/30/2003 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/30/2002 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/13/2001 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/27/2000 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/05/1999 – ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/27/1998 – Domestic Non-Profit</u>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

## ATTACHMENT 3

### **SPONSORSHIP AGREEMENT BETWEEN PALM BEACH COUNTY AND Go Fish! Publications LLC FOR SPONSORSHIP OF THE LAKE WORTH LAGOON FISHING CHALLENGE ON MAY 26 – JULY 9, 2017**

This Agreement is made on this 18<sup>th</sup> day of May, 2017, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and Go Fish! Publications LLC, a corporation authorized to do business in the State of Florida, ("Sponsor"), both being referred to collectively as the "parties."

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A. Logos/advertisements that include the following are prohibited: false, misleading, or deceptive statements or material; illegal activity; material that is explicitly sexual or obscene; tobacco products; language that is obscene, vulgar or profane; depictions of violence; nudity.

B. Logos/advertisements that negatively impact or disrupt the efficient and cost effective operation and administration of County or are inappropriate or likely to hinder the Event are prohibited.

C. County has sole discretion to approve or deny the use/display of any logo/advertisement/material at or relating to the Event. County's approval of Sponsor's logo/advertisement/material shall not be construed as promotion or endorsement of Sponsor's business, products, or services.

#### Section 5. Termination

This Agreement may be terminated with or without cause by either party upon fifteen (15) days prior written notice by the other party.

#### Section 6. Independent Contractor Relationship

Sponsor is and shall be, in the activities under this Agreement, an independent contractor, and not an employee, agent, or servant of County. Sponsor does not have the power or authority to bind County in any promise, agreement or representation.

#### Section 7. Indemnification

Sponsor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorneys' fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Sponsor's performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.



Section 8. Remedies

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. Sponsor's sole remedy for County's breach of this Agreement shall be return of all or part of the sponsorship funds paid by Sponsor to County. 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.

Section 9. Notices

All formal notices between the parties shall be deemed received if sent by certified mail, return receipt requested, or facsimile with confirmation receipt to the Parties' Representatives set forth below:

**County:**

Director, Palm Beach County  
Department of Environmental  
Resources Management  
2300 North Jog Road 4<sup>th</sup> floor  
West Palm Beach, FL 33411  
Facsimile: 561-233-2414

**Sponsor:**

Barbara Ryan  
Go Fish! Publications LLC  
13663 Blue Fox Pl  
West Palm Beach, FL 33418

Section 10. Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. Inspector General

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as may be amended, the Palm Beach County Inspector General has authority including but not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Sponsor, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 12. Non Discrimination

The Sponsor warrants and represents that its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 13. Entirety of Contractual Agreement

County and Sponsor 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 County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY**

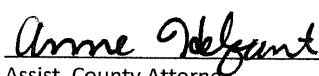


Signature

Robert Robbins

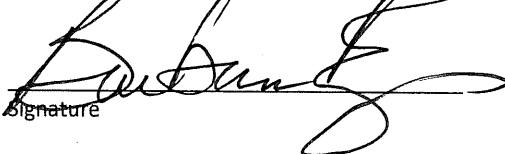
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



Assist. County Attorney

**SPONSOR**



Signature

Barbara Ryan

Name (type or print)

President

Title (If applicable)

**Attachment A**

**Lake Worth Lagoon Fishing Challenge – May 26 – July 9, 2017**

Sponsorship Agreement – Attachment A

Sponsor (Go Fish! Publications LLC) shall provide the County with:

Description	Value
2 – quarter page ads (3.7625"x5.0125") promoting the challenge running in the Palm Beach County edition of Coastal Angler Magazine	\$714
<b>TOTAL:</b>	\$714

Detail by Entity Name

Florida Limited Liability Company  
GO FISH! PUBLICATIONS LLC

Filing Information

Document Number L14000041074  
FEI/EIN Number 46-5031384  
Date Filed 03/11/2014  
Effective Date 03/05/2014  
State FL  
Status ACTIVE

Principal Address

13663 BLUE FOX PL  
WEST PALM BEACH, FL 33418

Mailing Address

13663 BLUE FOX PL  
WEST PALM BEACH, FL 33418

Registered Agent Name & Address

RYAN, BARBARA  
13663 BLUE FOX PLACE  
WEST PALM BEACH, FL 33418

Authorized Person(s) Detail

Name & Address

Title PRES

RYAN, BARBARA  
13663 BLUE FOX PL  
WEST PALM BEACH, FL 33418

Annual Reports

Report Year	Filed Date
2015	02/23/2015
2016	02/27/2016
2017	02/15/2017

Document Images

<a href="#">02/15/2017 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2016 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/11/2014 – Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

RESOLUTION NO. 2012- 1905

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

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

WHEREAS, upon receipt of a donation/sponsorship, ERM may enter into a standard sponsorship agreement which allows the sponsor access to commercial and/or marketing potential associated with a specific environmental program or special event hosted by ERM; and

WHEREAS, ERM utilizes certain standard form documents in the conduct of its business; and

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

WHEREAS, the BCC desires to authorize the County Administrator or his designee to execute standard sponsorship agreements on behalf of the BCC for sponsorship benefit appropriations based on the size and cost of the environmental restoration and preservation program or special events hosted by ERM; and

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

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

Section 1: The foregoing recitals are hereby adopted and ratified

Section 2: The Board of County Commissioners adopts a standard sponsorship agreement in the form attached hereto and incorporated herein as Attachment "A-1".

Section 3: The BCC hereby authorizes the County Administrator or his designee to execute standard sponsorship agreements on behalf of the BCC.

Section 4: It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein. In the event there is any material deviation from the approved standard terms and conditions of standard sponsorship agreement, then the

1 approval of the BCC shall be required. The County Administrator's designee for purposes of  
2 this Resolution shall include the Director and Assistant Director of ERM.  
3

4 Section 5: If any section, sentence, clause, phrase, or word of this Resolution is held  
5 invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no  
6 way affect the validity of the remaining portion of this Resolution.  
7

8 Section 6: Sponsorship form agreements in an amount not to exceed \$10,000 and  
9 below may be approved by the Director or Deputy Director of ERM. Sponsorship  
10 agreements in an amount of \$10,001 up to \$50,000 must be approved by the County  
11 Administrator. Sponsorship agreements in an amount of \$50,001 and above must be  
12 approved by the BCC.  
13

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

17 Commissioner Steven L. Abrams, Chairman	<u>Aye</u>
18 Commissioner Priscilla A. Taylor, Vice Chair	<u>Aye</u>
19 Commissioner Hal R. Valeche	<u>Aye</u>
20 Commissioner Paulette Burdick	<u>Aye</u>
21 Commissioner Shelley Vana	<u>Aye</u>
22 Commissioner Mary Lou Berger	<u>Aye</u>
23 Commissioner Jess R. Santamaria	<u>Aye</u>

24 The Chairman thereupon declared the Resolution duly passed and adopted this  
25 18th day of December, 2012  
26

27 APPROVED AS TO FORM AND  
28 LEGAL SUFFICIENCY  
29  
30

31 By [Signature]  
32  
33 Assistant County Attorney  
34  
35

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By [Signature]  
Deputy Clerk

