

**CITIZEN SUPPORT ORGANIZATION AGREEMENT**

**[NAME OF CSO]**

THIS AGREEMENT is made between the State of Florida Department of Environmental Protection (“DEP”), Division of Recreation and Parks, hereinafter called “Division”, and the **[NAME OF CSO]**, a Florida not for profit corporation, hereinafter called the “CSO”.

WITNESSETH

WHEREAS, Chapter 258, Part I, Florida Statutes, vests the Division with the duty to supervise, manage, control, regulate, and protect all state parks in the State of Florida.

WHEREAS, the Division is responsible for the operation and maintenance of park facilities, for providing visitor services in the parks under its jurisdiction as may be necessary, desirable or convenient for the use of the public for enjoyment and healthful recreation.

WHEREAS, subject to the provisions of Section 258.015, Florida Statutes, the Division is authorized to permit a Citizen Support Organization, as appropriate, to use fixed property and facilities of the state park system, without charge, provided such use is: (i) directly in keeping with the approved purposes of the Citizen Support Organization, and (ii) not made at time or places that would unreasonably interfere with opportunities for the general public to use the park(s) for established recreational purposes.

WHEREAS, the Division values the services and support of Citizen Support Organizations in their mission of supporting Florida’s state parks, and as a guide for such activities, has prepared the Citizen Support Organization Handbook, as may be revised from time to time (the “CSO Handbook”), which CSO Handbook is incorporated herein by reference.

WHEREAS, the CSO is a Florida corporation not for profit incorporated under the provisions of Chapter 617 of the Florida Statutes and approved by the Florida Department of State.

WHEREAS, the CSO is organized and operated for the purpose of conducting programs and activities; raising funds; requesting and receiving grants, gifts, and bequests of money; acquiring, receiving, holding, investing, and administering, in its own name, securities, funds, objects of value, or other property, real or personal; and making expenditures to or for the direct or indirect benefit of the state park system or individual units of the state park system.

WHEREAS, the CSO desires to provide services as a citizen support organization to support the following state park(s):

**Name of Park(s)**

**County Location**

**Park Name**

                     County, Florida

(singularly, or collectively, the “Park”).

WHEREAS, under the foregoing circumstances the Division desires to permit the CSO to provide authorized services to the Park, provided the CSO's activities are consistent with all statutes, rules, the goals of the state park system, and are in the best interests of the state, all as more particularly set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. **Purpose.** The Division hereby grants to the CSO and the CSO hereby accepts from the Division, the right to serve as the citizen support organization for the Park, in conformance with Section 258.015, Florida Statutes, subject to all terms and conditions set forth in this Agreement and the purposes set forth in the CSO's articles of incorporation attached hereto as Exhibit "A" to this Agreement.

a. This Agreement and the documents or instruments incorporated herein by reference constitute the entire agreement between the parties and supersede all previous agreements or understandings between the parties, whether oral or written, of any kind or nature.

b. The CSO is hereby authorized to conduct the following activities, programs and events, for the benefit of the Park, to the extent such activities, programs and events are consistent with the goals of the state park system and in the best interests of the state: raising funds; requesting and receiving grants, gifts, and bequests of money; acquiring, receiving, holding, investing, and administering, in its own name, securities, funds, objects of value, or other property, real or personal; and making expenditures to or for the direct or indirect benefit of the Park, or any other activities outlined in the purposes of the organization as set forth in the CSO's articles of incorporation.

2. **Term.** This Agreement shall take effect upon execution by both parties and shall continue until terminated pursuant to legislative act or section 18 of this Agreement, and may be modified pursuant to section 14 of this Agreement.

3. **Notice.** All notices and correspondence shall be served by mail at the following addresses:

<u>CSO</u>	<u>Division</u>
[Registered Agent]	[Park Manager or his/her Designee]
[Address must be consistent with the register]	[Address]
[Agent listed on the DOS Div. of Corp. website]	[Address]
[CSO may not use the Park address]	

Each party to this Agreement agrees to notify the other party within ten (10) days of any change to the above-stated contact, and the CSO agrees to notify the Division within ten (10) days of any change to its name, business organization, or non-profit corporate status with Department of State, articles of incorporation or bylaws.

#### 4. **Responsibilities.**

a. **Park Manager Responsibilities.** The Park Manager or his/her designee is hereby designated as the Division's Contract Manager and shall be the primary contact for the CSO. The Park Manager or his/her designee shall endeavor to:

(1) educate the CSO about the following requirements and/or guidance which regulate the activities of the CSO: Part I Chapter 258, Florida Statutes, Chapter 62D-2, Florida Administrative Code, the Division's Operation Manual, the Park's Unit Management Plan, and the contents of the CSO Handbook, all of which as may be amended from time to time and made available in electronic form to the CSO;

(2) ensure on an ongoing basis that the CSO follows appropriate DEP and Division guidelines and review procedures before a decision to proceed on a CSO activity is made;

(3) advise the CSO with regard to whether activities, projects, and events are consistent and supportive with the needs and goals of the Division and the Park and as defined in the Park's Unit Management Plan;

(4) notify the CSO regarding its compliance with this Agreement and requirements in the CSO Handbook; and

(5) verify all reports to the Division by the CSO are complete and routed appropriately to the Division.

b. **CSO Responsibilities.** The CSO shall fully cooperate with the Park Manager in fulfilling his or her responsibilities, and shall defer to the Manager's decision in matters involving the Park, including but not limited to access to or use of Park property, and the priority (and scheduling) of maintenance, improvements, or betterments to Park property. The CSO shall:

(1) timely deliver complete and accurate reports to the Division;

(2) employ sound governance in accordance with its bylaws and articles of incorporation, this Agreement, and state and federal laws; and

(3) operate the CSO in a manner to meet non-profit corporation management standards and requirements, as well as the CSO's mission.

5. **CSO Use of Park Property.** In accordance with Subsection 258.015(2), Florida Statutes, the Division may permit the CSO to use fixed park property and facilities in keeping with approved purposes of the CSO, subject to any rule or condition imposed by the state park system. No use of park facilities may be made at times or places that would unreasonably interfere with opportunities for the general public to use the park for established recreational purposes. In order to use fixed property and facilities of the park, the following minimum provisions apply:

a. The CSO must use the fixed property and facilities at all times in conformance with Part I Chapter 258, Florida Statutes, Chapter 62D-2, Florida Administrative Code, the Division's Operations Manual, and the CSO Handbook. Such conformance shall be under the current versions of the aforementioned sources, as may be amended from time to time. In the event of any modification, amendment, or revision thereto, the most current version shall apply.

b. On or before the end of the CSO's fiscal year, the CSO shall develop and submit an Annual Program Plan to the Park Manager for review, which Annual Program Plan shall include a complete plan as described in the CSO Handbook for all park improvement projects, activities, fund raisers, and events the CSO proposes. For any activities, programs or events anticipated to take place on Park property, the CSO's Annual Program Plan must also include the requested designation of the specific location, facilities, and time for each such use. Use of park property and facilities shall be subject to the following restrictions:

(1) The CSO is not authorized to hold activities which would close the Park to normal visitation; and

(2) The Park may not forgo its usual Park entrance fee in connection with CSO functions. The CSO may seek donations or charge a separate fee in lieu of the usual Park entrance fee for attendance at a CSO event or program within portions of the Park facility, but the following conditions must be met:

A. Any events that are requested to restrict use of the Park or Park facilities by the general public during normal Park operating hours requires the advance approval of the Park Manager or designee. The CSO's event and any request for a separate entrance fee or entrance donation by the CSO must not unreasonably interfere with or restrict the use of the Park by the general public.

B. The CSO's request to charge a separate fee or donation in lieu of the usual Park entrance fee must be made in writing to the Park Manager and be sent by the Park Manager to the District Bureau Chief for approval; which approval shall be at the Bureau Chief's discretion. The CSO's request shall be made a minimum of three months in advance to ensure timely disposition.

C. If the District Bureau Chief approves the CSO's request to impose such separate fee or donation in lieu of the usual Park entrance fee, the CSO shall pay/remit the usual Park entrance fee(s) to the Park in accordance with the established Florida Park Service Fee Schedule.

c. Since the CSO is conducting activities for the benefit of the Park, the Park Manager must approve all fund-raising projects.

d. The CSO is not authorized to pursue fixed capital outlay development (construction type) projects, including fund raising for such projects, unless the projects appear in the Park's Unit Management Plan, the Annual Program Plan, and each such project is approved by the District Bureau Chief or designee. Prior to approval of such projects, the Park Manager shall consult with the District Environmental Specialist III, the Office of Park Planning, and the Bureau of Design and Construction to ensure coordination with these entities. The Park Manager must obtain approval for the proposed CSO project, in writing, from the District Bureau Chief, prior to the CSO initiating fund raising for the project.

e. The CSO must obtain advance approval in writing from the Park Manager or his/her designee for any activities at the Park not covered specifically in this Agreement.

6. **Grant Proposals.** DEP Directive 150, Delegation of Authority requires the Division Director or his/her designee to approve all grant proposals, including those submitted by the CSOs on behalf of the Division, to ensure the grant application and work funded by such grant is consistent with the Division's goals and/or objectives, the Park's maintenance needs and/or new or replacement facility needs, the Park's Unit Management Plan, and to ensure no restrictions are placed on state lands.

7. **Concessionaire Services.** If the CSO provides a "regular business service" (as hereinafter defined), the CSO may be required to enter a separate formal agreement with the Division to address such service, the requirements of which shall be determined on a case-by-case basis. The term "regular business service" means an operation which is customary and usual or ongoing, with no unexpected or unusual variation (such as the rental or operation of recreational equipment and/or vending machines, management of gift shops, etc.) and which the CSO conducts either through its employees, members, volunteers, or a third party for the benefit of the Park. At a minimum, a formal agreement governing such regular business service may require the CSO to:

- a. pay a commission fee (which may include a minimum guarantee), pass-through Park fees, or a combination of commissions and Park fees;
- b. be responsible to carry general or commercial liability insurance; and
- c. pay a percentage or a flat fee for utilities supplied by Park facilities.

Section 258.015(2), Florida Statutes, does not grant the CSO authority to permit external vendors to utilize fixed property and facilities of the state park system for the purpose of conducting regular business services, unless the Division expressly grants its permission in advance, in writing. Examples include, but are not limited to, external vendors providing regularly scheduled tours for a fee, recreational equipment rentals, merchandise sales, vending machines, food services, etc. Authorization from the Division may require the CSO or the external vendor to enter into a separate approved formal agreement governing the conduct of such services and any use of Park facilities, on such terms and conditions as the Division deems applicable, on a case-by-case basis.

The CSO's use of external vendors to provide services during CSO events and/or CSO incidental occasional operations, such as CSO fundraising or special events, on Park property is subject to the prior approval of the Park Manager. A CSO is authorized to sell merchandise in the Park ranger's station subject to the Park Manager's approval. The Park Manager may require a separate formal agreement if sales in the Park ranger's station are conducted by a CSO employee, member, or volunteer and such sales are a regular business service that the employee, member, or volunteer undertakes.

8. **Park Entrance Fee Waiver Days.** The Park Manager is authorized to allow up to twelve CSO member appreciation (entrance fee waiver) days per year; those days shall

be designated in writing by the Park Manager. On those days, CSO members in good standing and their families (children, siblings, and parents) may be admitted to the Park free for recreation purposes. The CSO is not authorized to offer perpetual free admission for members of the CSO.

9. **Use of CSO Funds.** The CSO agrees that all funds generated by the CSO through use of the Park's fixed property and facilities, the Park's name and/or the Park's identity, will be applied to and for the direct or indirect benefit of the Park as required in Section 258.015, Florida Statutes and be consistent with this Agreement and otherwise support of the CSO's purposes set forth in its articles of incorporation attached as Exhibit "A" to this Agreement.

10. **CSO Trusts or Investment Funds.** If the CSO intends to participate in financial services, a trust or an investment fund, including an endowment fund or non-endowment fund, the proposed agreement must be reviewed and pre-approved in writing by the District Bureau Chief. The financial services agreement, trust and or investment fund must not contradict this Agreement. The CSO is not authorized to enter into a financial services agreement, trust or other investment fund that requires forfeiture of the principal.

11. **Annual Financial Reports.** In accordance with Section 215.981(2), Florida Statutes, and as described in the CSO Handbook, the CSO agrees to provide a complete and accurate Annual Financial Report, including a complete Internal Revenue Service (IRS) Form 990-EZ or 990 with appropriate completed schedules attached. In addition:

- a. The CSO's fiscal year shall end on December 31 and begin on January 1;
- b. The CSO must complete an IRS Form 990-EZ or 990 as part of the Annual Financial Report; and
- c. On or before July 1 each year the CSO shall submit its Annual Financial Report to the Park Manager, who will route it to the Division.

12. **Annual Audit Requirements.** In accordance with Section 215.981(2), Florida Statutes, should annual expenses of the CSO exceed \$300,000 in gross expenditures, including all grants, the CSO shall secure a full audit by an independent certified public accountant ("CPA"). This audit shall be in accordance with Chapter 10.700, Rules of the Auditor General, Audits of Direct Support Organizations and Citizen Support Organizations, as incorporated by reference in Chapter 61H1-20, Florida Administrative Code, and the standards set forth in Statement of Financial Accounting Standards Nos. 117 and 116, Financial Statements of Not-For-Profit Organizations established by the Financial Accounting Standards Board. The CPA's reports shall address the financial statements for the CSO's fiscal year. The CPA's report gives assurance that expenditures were made to carry out the purposes set forth in the CSO's articles of incorporation attached as Exhibit "A" to this Agreement. The required audit shall be submitted to the Auditor General's Office at 111 West Madison Street, Claude Pepper Building, Tallahassee, FL 32399-1450, with a copy to the Park Manager for appropriate routing to the Division, no later than nine months after the end of the CSO's fiscal year.

13. **Department of State Annual Report.** The CSO shall file and renew the Not-For-Profit Corporation Annual Report annually with the Department of State, in accordance with Chapter 617, Florida Statutes. According to Section 617.0122, Florida Statutes, CSOs under contract with DEP are exempt from Department of State filing fees when certified by DEP. CSOs must submit to the Division a voucher from Department of State according to the process described in the CSO Handbook. The filing fees will be waived when the CSO's voucher is submitted with a letter signed by the Division Director certifying the CSO's association with DEP to the Department of State.

14. **Annual Report to the Legislature.** Pursuant to Section 20.058 of the Florida Statutes (as may be amended from time to time), the DEP must submit a report to the Governor, Florida Legislature, and the Office of Program Policy Analysis and Government Accountability by August 15 each year. This report must include a recommendation, with supporting rationale, of whether to continue, terminate, or modify the Division's association with each citizens support organization. To assist the Division and the DEP with this required annual reporting, the CSO must provide the following items to the Division on or before July 1 each year:

- a. The name, mailing address, telephone number, and website address of the CSO;
- b. The statutory authority or executive order pursuant to which the CSO was created;
- c. A brief description of the mission of, and results obtained by, the CSO;
- d. A brief description of the CSO's plans for the next three fiscal years;
- e. A copy of the CSO's code of ethics; and
- f. A copy of the CSO's most recent federal Internal Revenue Service Return of Organization Exempt from Income Tax form (Form 990).

The CSO shall timely submit the items listed above to the Park Manager, who will route such items to the Division. The CSO acknowledges that Fla. Stat. § 20.058(4) provides that the CSO's failure to submit these items for two (2) consecutive years will result in termination of this Agreement.

15. **Code of Ethics.** Pursuant to Section 112.3251, Florida Statutes, the CSO's code of ethics must be posted conspicuously to the CSO's website.

16. **Compliance with Applicable Laws.** The CSO shall ensure compliance with the CSO's mission, bylaws, articles of incorporation, this Agreement, the Division's Operation Manual, the CSO Handbook, and all state, local and federal laws and regulations, including local permitting and licensure requirements that may be necessary for activities or events conducted by the CSO on or off Park property. The CSO shall further ensure that it meets all non-profit corporate management and tax regulations and, in the event that the CSO ever

fails to maintain its non-profit corporate status with Department of State, it shall immediately notify the Division's Contract Manager at the address set forth in section 3 of this Agreement.

17. **Conflicts of Interest.** The CSO agrees that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the stated goals of this Agreement or the mission of the CSO or the state park system. The CSO agrees not to conduct any program or activity that would be injurious or cause disrepute to the Park, park system or to the Division or the DEP. Additional guidance in state law regarding CSO's employees can be found in Section 112.3251, Florida Statutes, which addresses CSO code of conduct and prevents conflicts of interest. Notably, this law and Fla. Stat. § 112.313(10) prohibits a CSO employee from holding office as a member of the CSO's governing board while at the same time continuing to be an employee of the CSO.

18. **Termination.** This Agreement may be terminated in accordance with the following:

a. This Agreement may be terminated by the Division, with cause, for any violation of, or failure to comply with, the terms of this Agreement, including but not limited to, the failure of the CSO to allow public access to its records as described in section 22 below, if the CSO fails to remedy such violation within thirty (30) days following the CSO's receipt of written notice of default delivered or mailed to the CSO's address set forth in section 3 of this Agreement. The decision to terminate and whether to afford the CSO an opportunity to cure any violation or noncompliance is within the sole discretion of the Division.

b. The Division must terminate this Agreement if the CSO fails to submit the information required under section 14 hereinabove for a period of two consecutive years, as mandated by section 20.058(4), Florida Statutes.

c. This Agreement may be terminated by either party, without cause, upon ninety (90) days advance written notice delivered or mailed to the other party at the address set forth in section 3 of this Agreement.

d. In the event that this Agreement is terminated with or without cause the CSO will utilize all donated funds and resources in a manner consistent with the donor's intent and consistent with the CSO's articles of incorporation.

e. In the event the CSO as a state non-profit corporation otherwise ceases to exist or dissolves, any remaining assets of the CSO shall be used on projects at the Park approved by the Park Manager, transferred to another Division-approved CSO, or transferred to the Division for distribution to another approved CSO or unit of the state park system. This provision (e) shall be included in dissolution and/or merger documents or other appropriate legal documents, including trust or investment fund agreements as referenced in section 10 of this Agreement.

19. **Dispute Resolution.**

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best

efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

b. If a dispute develops, either party may initiate the dispute resolution process by first writing a letter to the other party indicating the issue(s) in dispute and propose a solution by which to settle the dispute. The recipient of the letter shall respond within ten (10) days to the proposed solution. The recipient shall either agree to the proposed solution or propose an alternative solution in settlement of the dispute. Correspondence shall continue in like manner until a settlement is reached or either party concludes that continued correspondence will not settle the dispute.

c. If correspondence does not resolve the dispute, then the parties or their representatives shall meet on at least one occasion within fourteen (14) days of the last correspondence and attempt to resolve the matter on their own. The time and place of such meeting shall be mutually agreeable to both parties.

d. If, as a result of such meeting, the parties fail to fully resolve the dispute and/or settle all controversies or claims arising out of or relating to this Agreement, or the breach thereof, the parties agree to submit any remaining controversies or claims to non-binding mediation administered by a neutral mediator. The mediation shall be conducted according to the Commercial Mediation Procedures of the American Arbitration Association, or such other rules as the parties may substitute therefore by agreement.

e. Either party may establish, in advance, the maximum amount of time and shared costs it will contribute for the mediation process. The parties shall be bound by the terms and conditions set forth in any Settlement Agreement executed by both parties. Both parties shall share the cost of the mediation dispute resolution process equally, although each party's own attorneys and witnesses or specialists are the direct responsibility of that party, and such fees and expenses shall be the sole responsibility of the party which retained or engaged them.

f. The parties may resort to judicial resolution only after the above alternate dispute resolution process has been exhausted. No dispute, claim, question, or disagreement arising from or relating to this Agreement or any decision by DEP related hereto, shall constitute agency action (as that term is defined in Chapter 120, Florida Statutes), and the CSO waives any right to raise such disputes or challenge such decisions in an administrative forum.

20. **Volunteer Liability.** The activities of the CSO, which have been approved by its officers and Board of Directors, and the Division pursuant to this Agreement, are covered by state liability protection as outlined in Sections 110.504 and 768.28, Florida Statutes. The CSO's Board of Directors and officers are volunteers and are immune from tort liability pursuant to Section 617.0834, Florida Statutes. This provision in no way waives the State of Florida's sovereign immunity. Each CSO officer and member of its Board of Directors must annually sign the Division's Volunteer Agreement.

21. **Workers' Compensation.** DEP shall have no legal responsibility for workers' compensation coverage for CSO employees. The CSO is responsible for providing workers' compensation for CSO employees.

22. **Public Records.** The CSO agrees to comply with Chapter 119, Florida Statutes, and allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes. This Agreement may be unilaterally canceled by the Division for refusal by the CSO to allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the CSO in conjunction with this Agreement.

23. **Forum Selection and Choice of Law.** The Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this Agreement shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.

24. **Third Party Beneficiaries.** This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.

25. **Integration.** This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between Division/DEP and the CSO. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement. No oral agreements or representations shall be valid or binding upon the Division/DEP or the CSO.

26. **Authority.** Each of the signatories to this Agreement confirms that he/she is duly authorized to execute and deliver this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

WHEREFORE, the State of Florida Department of Environmental Protection, through its Division of Recreation and Parks, has hereunto set its hand and official seal, and **[NAME OF CSO]**, a Florida non-profit corporation, has caused these presents to be signed in its name by its proper officer(s), and its corporate seal to be affixed, attested by its secretary, as of the day and year last written below.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS**

By: \_\_\_\_\_  
**[PRINT NAME]**  
Bureau Chief, District **XX**  
Division of Recreation and Parks

Date: \_\_\_\_\_

ATTEST:

**[NAME OF CSO]**, a  
Florida not for profit corporation

By: \_\_\_\_\_  
**[PRINT NAME]**, Secretary

By: \_\_\_\_\_  
**[PRINT NAME]**, President

Date: \_\_\_\_\_

(CORPORATE SEAL)

Attachments:

Exhibit "A" CSO Articles of Incorporation