

1998

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Attachment 1
signature

FINAL

DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT REVIEW FORM

(1) ORIGINAL X AMENDMENT NO. _____ CHANGE ORDER NO. _____ FUNDING LETTER INCREASE NO. _____ DEP CONTRACT NO. _____

(2) CONTRACTOR MAILING ADDRESS & TELEPHONE #
Friends of Washington Oaks State Gardens, Inc.
6400 North Oceanshore Blvd.
Palm Coast, Florida 32137

PHONE# ()

(3) Contractor FEID/SSN: _____

(4) TYPE: SERVICES _____ COMMODITIES _____
GRANT _____ CONCESSION _____
OTHER X

(5) DMS CLASS CODE: _____ (6) PROCUREMENT METHOD: Exempt

(7) BEGIN DATE: Upon Execution END DATE: Ongoing

(8) SUBJECT/DESCRIPTION:
CSO Agreement for Washington Oaks State Gardens

(9) TOTAL AMOUNT: \$ N/A

ARE FEDERAL FUNDS SUPPORTING THIS CONTRACT? _____
IF YES, SPECIFY THE FEDERAL FUNDING SOURCE AND CFDA NO.:

ARE GRANTS-IN-AID APPROPRIATIONS SUPPORTING THIS CONTRACT? _____
IF YES, LIST THE LINE ITEM APPROPRIATION NO.:

(10) DELEGATION OF AUTHORITY: RP-23

(11) CMBE: _____

(12) COMMENTS/EXPLANATION:
Established the Friends of Washington Oaks State Gardens, Inc. as a CSO pursuant to Chapter 258 F.S.

(13) ORGANIZATION CODE	E. O.	OBJECT CODE	MODULE	SPECIAL CATEGORY	GRANT NUMBER	YR.	AMOUNT
37							\$
37							\$
37							\$

(14) DIVISION/DISTRICT: Recreation and Parks (15) BUREAU/OFFICE: Operational Services
(16) PROJECT MANAGER: Phil Werndli (17) TELEPHONE NO.: (850)-488-8243 M.S.# 535

(18) Approved By:	Date:
Contract Manager/Organator: <u>PAW</u>	<u>9/14/98</u>
Budget Representative: <u>N/A</u>	
Bureau Chief: <u>PAW</u>	<u>9/14/98</u>
Division Director: _____	
Quality Assurance: <u>N/A</u>	
Contracts Administrator: <u>N/A</u>	
Purchasing: <u>N/A</u>	
*General Counsel: <u>MCW</u>	<u>9/17/98</u>

(19) Notes/Instructions (Reviewers Only)
① OK w/ corrections to p. 5

General Counsel review not required for contracts not exceeding \$22,000 & using DEP 11-011.

CITIZEN SUPPORT ORGANIZATION AGREEMENT

THIS AGREEMENT is made the 5th day of Oct, AD, 1998, between the State of Florida Department of Environmental Protection, Division of Recreation and Parks, hereinafter called the Division, and Friends of Washington Oaks State Gardens, Inc., hereinafter called the CSO.

WITNESSETH

WHEREAS, the Division is vested with jurisdiction over and control of all state parks in the State of Florida and is responsible for the operation and maintenance of such facilities and 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, and

WHEREAS, the CSO desires to provide certain services as a Citizen Support Organization for Washington Oaks State Gardens, County of Flagler, State of Florida, as hereinafter described, and the Division desires to enter into agreement with the CSO for the provision of said services,

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. The Division hereby grants to the CSO and the CSO hereby accepts from the Division, an exclusive agreement to serve as the Citizen Support Organization for Washington Oaks State Gardens, in conformance with the purpose of Chapter 258, Florida Statutes, for the period stated herein and subject to all terms and conditions set forth in this agreement and the purpose as set

forth in the Articles of Incorporation of the CSO, attached as Exhibit "A" to this agreement.

a. This agreement shall take effect upon execution and shall continue indefinitely or until terminated pursuant to the provisions hereof.

b. The Department hereby provides to the CSO use of the following facilities and space: any of the public facilities located at the Washington Oaks State Gardens, approved in advance, in writing, by the park manager.

c. The CSO is hereby authorized to conduct the following kinds of activities, projects and events and to provide the following kinds of services: fund raising events, official meetings of the CSO membership, volunteer activities and projects, public educational and interpretative activities or events or any other activities outlined in the purposes of the organization as set forth in Article III of the Articles of Incorporation for the CSO.

2. All notices and orders given to the CSO may be served by mail at the following address, 6400 N. Oceanshore Blvd. Palm Coast, FL. All notices given to the Division may be served by mail at the following address: 3900 Commonwealth Blvd., Mail Station 535, Tallahassee, Florida 32399.

3. The Park Manager is hereby designated as the Division's agreement manager and shall be responsible for insuring performance of the terms and conditions of this agreement.

4. The Division may permit, without charge, appropriate use of park property, staff and facilities by the CSO subject to the

provisions of this section. Such use must be directly in keeping with the approved purposes of the CSO as outlined in Exhibit "A" of this agreement, and may not 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 property or facilities of the park, the CSO must:

(a) comply with all park and division policies, rules and regulations as they may be amended periodically;

(b) develop and submit to the agreement manager for review and prior written approval on an annual basis, a program or schedule of all projects, activities and events it plans to carry out on park property, including the designation of a specific location and time for such use;

(c) be responsible for maintaining the property or facilities assigned in a clean and orderly state; and

(d) obtain advance approval in writing from the agreement manager for any activities not covered specifically in this agreement.

5. The CSO agrees that all funds generated by the CSO through use of park facilities or the park's name or identity will be used for the direct benefit of the park named in paragraph 1 of this agreement or in support of the CSO's stated purposes as outlined in Exhibit "A" of this agreement.

6. The CSO agrees to provide an annual financial report using the Annual Special Report (DEP 41-042) included as Exhibit "B" of this agreement. In addition, should annual expenses of the CSO exceed \$100,000 in gross expenditures, including all

grants, the CSO shall secure a full audit by an independent certified public accountant. This audit shall be in accordance with Chapter 10.70 Florida Administrative Code, Audits of Direct Support Organizations and Citizen Support Organizations and the standards set forth in Financial Accounting Standards No. 117, Financial Statements of Not-For-Profit Organizations established by the Financial Accounting Standards Board. These postaudits of the CSO shall be conducted by an independent certified public accountant. The auditor's reports shall address the financial statements for the fiscal year which begins July 1 and ends June 30, of each year. The auditor's report gives relative assurance that expenditures were made to carry out the purpose as set forth in the Articles of Incorporation of the CSO, attached as Exhibit "A" to this agreement. The financial statements, accompanied by any required auditor's reports and opinion, shall be submitted to the Auditor General at Post Office Box 1735, Tallahassee, FL 32302-1735 and the Division, no later than one hundred and twenty (120) days after the end of the CSO's fiscal year.

7. Any violation of, or failure to comply with, the terms of this agreement shall, at the option of the Division, terminate this agreement after three days from receipt of notice in writing delivered or mailed to the CSO's address as set forth in this agreement.

8. This agreement may be terminated by either party without cause after 90 days from the receipt of notice in writing to the other party at the address shown in this agreement.

9. It is acknowledged that the CSO is operating as a support

organization and agent of the State of Florida. As such, the activities of the CSO, which have been approved by the park manager pursuant to this agreement and its Board of Directors, are covered by state liability protection as outlined in Sections 110.504 and 768.28, Florida Statutes. This provision in no way waives the state's sovereign immunity.

IN WITNESS WHEREOF, the State of Florida Department of Environmental Protection, Division of Recreation and Parks has hereunto set its hand and official seal in Tallahassee, Florida, and Friends of Washington Oaks State Gardens, Inc. has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its secretary, the day and year written above.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF RECREATION AND PARKS

Approved as to form and
legality:

By: Miriam BWT
Attorney

By: Fran P. Mainella
Fran P. Mainella
Division Director
Division of Recreation and Parks

Friends of Washington Oaks State
Gardens, Inc.

ATTEST:

By: Shaile Dauter
Secretary

By: Eugenia C. Noel
President

(CORPORATE SEAL)