

## CITIZEN SUPPORT ORGANIZATION AGREEMENT

THIS AGREEMENT is made the 22 day of November, 2019 by the State of Florida Department of Environmental Protection, hereinafter called "DEP," the Office of Resilience and Coastal Protection, hereinafter called the "RCP," and Friends of Rookery Bay, hereinafter called the "CSO," as an approved Citizen Support Organization for the Rookery Bay National Estuarine Research Reserve, hereinafter called "RBNERR", an organizational entity within RCP.

### PARTIES

1. DEP is an agency of the state created under Section 20.255, Florida Statutes.
2. The CSO is a not for profit Florida corporation incorporated under the provisions of Chapter 617, F.S., and approved by the Florida Department of State.

### PURPOSE

3. RBNERR is vested with restoring and enhancing the RBNERR for research, resource management, restoration, education, public enjoyment, and recreation.
4. The CSO desires to act as an approved Citizen Support Organization for the RBNERR, with all the requirements, rights, and privileges provided in Section 20.2551, Florida Statutes.
5. By this Agreement, the RCP on behalf of the DEP, has determined that the CSO's organization and purpose, as provided in the CSO's Articles of Incorporation, incorporated and made part of this Agreement as Exhibit "A", are consistent with the goals of DEP, RCP and the RBNERR, and are in the best interests of the State.
6. The RCP desires to permit the CSO to provide authorized services to the RBNERR, provided the CSO's activities are consistent with all statutes, rules, the goals of the RCP, and are in the best interests of the state, all as more particularly set forth in this Agreement.

### NOW THEREFORE, it is agreed:

7. 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.
8. The RCP hereby grants to the CSO, and the CSO hereby accepts from RCP, an exclusive Agreement to serve as the Citizen Support Organization for the

RBNERR; and the CSO agrees to operate in conformance with all applicable Florida laws, including but not limited to, the standards and reporting requirements of Chapter 119, Florida Statutes and Sections 215.981, 112.3251, 20.2551, and 20.058, Florida Statutes, for the period stated herein, subject to all terms and conditions set forth in this Agreement, and the purposes as set forth in the Articles of Incorporation of the CSO.

9. **Term of Agreement.** This Agreement shall take effect upon execution and shall continue indefinitely or until terminated pursuant to legislative action or paragraph 10 of this Agreement and may be modified pursuant to paragraph 12 of this Agreement.

10. **Termination of Agreement.**

- a. Any violation of, or failure to comply with, the terms of this Agreement shall, at the option of the RCP, constitute cause to terminate this Agreement after 30 days or either party to term for convenience in 90 days from receipt of written notice to the CSO. The CSO shall further ensure that it meets all not for profit corporate management and tax regulations and, in the event that the CSO ever fails to maintain its nonprofit status, it shall immediately notify DEP.
- b. 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.
- c. In the event that this Agreement is terminated, or the CSO otherwise ceases to exist, any remaining assets of the CSO shall be transferred to another approved Citizen Support Organization, earmarked for that specific preserve/reserve/program.

11. **Activities of the CSO.** The CSO is hereby authorized to conduct the following kinds of activities, projects, and events, and to provide the following kinds of services that include but are not limited to: fund raising events; official meetings of the CSO membership; volunteer activities and projects; administer grants and donations; public educational and interpretative activities; collect entrance and parking fees; ecotourism including boat and kayak tours; or conduct any other events and activities outlined in the Articles of Incorporation for the CSO.

12. **Modification of Agreement.** This Agreement may be modified in writing by the parties hereto.

13. **Notice.** All notices and orders given to the CSO may be served by mail at the following address: Friends of Rookery Bay, PO Box 1651, Marco Island, FL 34145. All notices given to the RCP may be served by mail at the following address: 3900 Commonwealth Blvd., Mail Station 235, Tallahassee, Florida 32399, with a copy to the RBNERR Manager at 300 Tower Road, Naples, FL 34113.

**14. CSO Responsibilities.**

- a. The CSO agrees to keep records in compliance with Section 20.2551, Florida Statutes and 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 RCP 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.
- b. Pursuant to Section 112.3251, Florida Statutes, the CSO's code of ethics must be posted conspicuously on the CSO's website.
- c. In accordance with 20.2551, 20.058, and 215.981 Florida Statutes, the CSO agrees to provide a complete and accurate Annual Report, including the appropriate Internal Revenue Service forms.
- d. In accordance with Section 215.981(2), Florida Statutes, should the CSO's annual expenditures exceed \$300,000, the CSO shall provide an annual financial audit of its accounts and records to be conducted by an independent certified public accountant in accordance with Rules of the Auditor General pursuant to 11.45(8). The audit report shall be submitted within 9 months after the end of the fiscal year to the Auditor General and to DEP.
- e. The CSO is required to collect any sales or other tax required by law and properly remit collected taxes as required by law.
- f. The CSO agrees and consents to allow DEP to conduct operational and financial reviews of the CSO's finances and other records with 14 business days prior notice, in order to assess compliance with the terms and conditions of this Agreement.
- g. The CSO President, elected under the terms and conditions set forth in the CSO's Articles of Incorporation attached as Exhibit "A", shall be

responsible for the CSO's compliance with the terms and conditions set forth in this Agreement. Details of the CSO President's responsibilities referenced in this Agreement are included in Exhibit "B", which is attached and incorporated by reference.

- h. The CSO agrees that all funds generated by the CSO through the use of    RBNERR    facilities, collection of entrance and parking fees, or funds generated by other events and activities, or use of the RCP's name or identity will be used as agreed upon by the RBNERR Manager for the direct benefit of the RCP or in support of the CSO's stated purposes.

**15. CSO Use of RCP Property.**    RBNERR    may permit, without charge, appropriate use of RCP property, vehicles, vessels, equipment, staff and facilities by the CSO subject to the conditions of this paragraph. Such use must be directly in keeping with the approved purposes of the CSO and may not be made at times or places that would unreasonably interfere with opportunities for the general public to use the property and facilities, or normal reserve operations. In order to use property or facilities of    RBNERR   , the CSO must:

- a. Comply with all DEP, RCP, and    RBNERR    policies, rules, and regulations as they may be amended periodically;
- b. Develop and submit to the    RBNERR    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    RBNERR    property, including the designation of a specific location and time for such use;
- c. Be responsible for maintaining the property, vehicles, vessels, facilities, or equipment assigned in a clean and orderly state. For vessels,    RBNERR    will be responsible for routine maintenance, including fueling. The CSO shall, at its expense, complete pre-departure safety checks, flush engine following each use with fresh water, rinse canopy, hull, and engine with fresh water following each use, log in each use with captain's name, engine hours, destination, and gas consumption.

**16. RCP Responsibilities.** The    RBNERR    Manager shall be primarily responsible for insuring performance of the terms and conditions of this Agreement. Details of the Manager's responsibilities referenced in this Agreement are included in Exhibit "B", which is attached and incorporated by reference. The    RBNERR    Assistant Manager is hereby designated as liaison to the CSO. Details of the

Assistant Manager responsibilities are included in Exhibit "B", which is attached and incorporated by reference.

- a. The CSO is authorized to accept donations that benefit of    **RBNERR**. Grant awards must be reviewed and coordinated by the Manager, to ensure that the grant application and work to be funded by such grant is consistent with the RCP's goals and objectives, maintenance or replacement needs of the    **RBNERR**, and the    **RBNERR** Management Plan. Funds collected by the CSO as mitigation or public interest shall be used for the direct benefit of    **RBNERR**, and as required by any applicable permit condition(s).
- b. **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 Director of the RCP. 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.
- c. **Volunteer Liability.** It is acknowledged that the CSO is operating as a Citizen Support Organization and volunteer nonprofit organization for the benefit of the DEP. As such, the activities of the CSO, which have been approved by its Board of Directors and officers, and by the RCP pursuant to this Agreement, are volunteers and are immune from tort liability pursuant to Section 617.0834, Florida Statutes. Each CSO officer and member of its Board of Directors must annually sign the RCP's Volunteer Agreement. This provision does not waive the State of Florida's or its agencies sovereign immunity under Section 768.28, Florida Statutes.
- d. **Worker's 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.
- e. **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 RCP. The CSO agrees not to conduct any program or activity that would be injurious or cause disrepute to the DEP, the RCP, or    **RBNERR**. 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.

- f. **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.
  
- g. **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.
  
- h. **Integration.** This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between DEP/RCP 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 DEP/RCP or the CSO.
  
- i. **Authority.** Each of the signatories to this Agreement confirms that he/she is duly authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, based on the foregoing, the State of Florida Department of Environmental Protection, Office of Resilience and Coastal Protection, herein approves Friends of Rookery Bay, as a Citizen Support Organization.

STATE OF FLORIDA  
DEPARTMENT OF  
ENVIRONMENTAL  
PROTECTION OFFICE OF  
RESILIENCE  
AND COASTAL PROTECTION

AND

Approved as to form and legality:

By: \_\_\_\_\_

Attorney

By: \_\_\_\_\_

Alex Reed, Director  
OFFICE OF RESILIENCE AND  
COASTAL PROTECTION

\_\_\_\_\_, a Florida  
not for profit corporation

ATTTEST:

By: Athar Barkoukis 11/22/19  
Athar Barkoukis

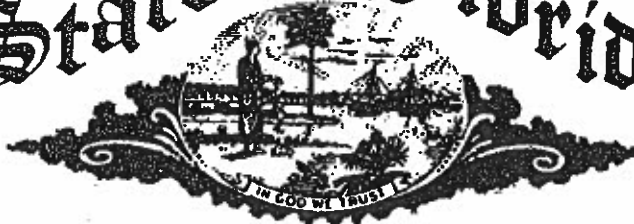
Executive Director

By: Thomas J. Magwood  
11-22-2019

President

Exhibit "A"

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FRIENDS OF ROOKERY BAY, INC., a corporation organized under the Laws of the State of Florida, filed on December 8, 1987, as shown by the records of this office.

The document number of this corporation is N23785.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
10th day of December, 1987.



*Jim Smith*

Jim Smith  
Secretary of State



ARTICLES OF INCORPORATION  
OF  
FRIENDS OF ROOKERY BAY, INC.  
A FLORIDA NONPROFIT CORPORATION

FILED  
1981 DEC - 8 PM 3:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE ONE. NAME

The name of this corporation is FRIENDS OF ROOKERY  
BAY, INC.

ARTICLE TWO. STATEMENT OF CORPORATE  
NATURE

This is a nonprofit corporation organized solely for general  
charitable purposes pursuant to the Florida Not For Profit  
Corporation Act.

ARTICLE THREE. PURPOSES

The specific and primary purposes for which this corporation  
is formed are to operate for the advancement of the Rookery Bay  
National Estuarine Research Reserve and to promote the purposes  
of the Reserve and to provide citizen support for resource  
protection, education and research by the Rookery Bay National  
Estuarine Research Reserve.

The general purposes for which this corporation is formed  
are to operate exclusively for such educational purposes as will  
qualify it as an exempt organization under Section 501 (c) (3) of  
the Internal Revenue Code of 1954 or corresponding provisions of  
any subsequent federal tax laws, including, for such purposes,  
the making of distributions to organizations qualifying as tax-

exempt organizations under that Code.

This corporation shall not, as a substantial part of its activities, carry out propaganda or otherwise attempt to influence legislation; nor shall it participate or intervene (by publication or distribution of any statements or otherwise) in any political campaign on behalf of any candidate for public office.

#### ARTICLE FOUR. DEDICATION OF ASSETS

The property of this incorporation is irrevocably dedicated to educational and research purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any Director, Officer, or member thereof, or to the benefit of any private individual.

#### ARTICLE FIVE. MEMBERSHIP

The incorporation shall have a membership distinct from the board of trustees. Any person paying dues as provided for in the bylaws and agreeing to be bound by the articles of incorporation of this corporation, by its bylaws, and by such rules and regulations as the trustees may from time to time adopt, is eligible for membership in the corporation. The trustees shall from time to time prescribe the form and manner in which application may be made for membership.

#### ARTICLE SIX

##### LOCATION OF INITIAL REGISTERED OFFICE AND NAME OF INITIAL REGISTERED AGENT.

The street address of the initial registered office of the corporation is Box 1877A, Rt. 6, City of Naples, County of Collier, State of Florida 33964.

The name of the initial registered agent at such address is Georgia Stamp.

#### ARTICLE SEVEN. INITIAL DIRECTORS

There shall be three (3) directors constituting the initial board of directors, managers, or trustees.

The name and address of each person who is to serve as an initial director, manager or trustee is:

Georgia Stamp  
Box 1877A, Rt. 6  
Naples, FL. 33964

Courtenay T. Vass  
1360 Green Valley Circle, Apt. 1403  
Naples, FL. 33942

Linda S. Weinland  
3541 Sacramento Way  
Naples, FL. 33942

#### ARTICLE EIGHT. INCORPORATORS

The names and addresses of the incorporators of this corporation are as follows:

Georgia Stamp  
Box 1877A, Rt. 6  
Naples, FL. 33964

Courtenay T. Vass  
1360 Green Valley Circle, Apt. 1403  
Naples, FL. 33942

Linda S. Weinland  
3541 Sacramento Way  
Naples, FL. 33942

#### ARTICLE NINE. MANAGEMENT OF CORPORATE AFFAIRS

(a) Board of Trustees: The powers of this corporation shall be exercised, its properties controlled, and its affairs conducted by a board of trustees. The number of trustees of the

corporation shall be not less than three.

The trustees named in Article Seven shall hold office until the first meeting of members to be held on January 14, 1988 at 7:00 p.m. at The Collier County Museum, City of Naples, County of Collier, Florida, at which time an election of trustees shall be held.

Trustees elected at the first annual meeting, and all times thereafter, shall serve for a term of 2 years until the 2nd annual meeting of members following the election of trustees and until the qualifications of the successors in office. Annual meetings shall be held at The Collier County Museum, 7:00 p.m., on the second Thursday in January of each year at the principal office of the corporation, or at such other place or places as the board of trustees may designate from time to time by resolution.

(b) Corporate Officers. The board of trustees shall elect the following officers: President, Vice President, Treasurer and Secretary, and such other officers as the bylaws of this corporation may authorize the trustees to elect from time to time. Such officers shall be initially elected at the first annual meeting of the board of trustees. Until such election is held, the following persons shall serve as corporate officers: Georgia Stamp, President; Courtenay Vass, Vice President; Linda S. Weinland, Secretary/Treasurer.

#### ARTICLE TEN. DISTRIBUTION OF ASSETS

Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation, shall be distributed to

a nonprofit fund, foundation, or corporation organized and operated exclusively for educational purposes which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

We, the undersigned, being the incorporators of this corporation, for the purpose of forming this nonprofit charitable corporation under the Laws of the State of Florida have executed these articles of incorporation on August 26, 1987.

Georgia Stamp  
GEORGIA STAMP  
Courtenay Vass  
COURTENAY VASS  
Linda S. Weinland  
LINDA S. WEINLAND

FILED  
1987 DEC -8 PM 3:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA )  
COUNTY OF COLLIER )

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GEORGIA STAMP, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Naples, County of Collier, and State of Florida, this 26<sup>th</sup> day of August, 1987.

Patricia A. Farley  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 30, 1990  
ISSUED THRU GENERAL LNS. UND

STATE OF FLORIDA )  
COUNTY OF COLLIER )

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, COURTENAY VASS, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Naples, County of Collier, and State of Florida, this 27 day of August, 1987.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 27, 1991  
BORNED THRU GENERAL INS. UND.

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 27, 1991  
BORNED THRU GENERAL INS. UND.

FILED  
1987 DEC - 8 PM 3:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA )  
COUNTY OF COLLIER )

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LINDA WEINLAND, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Naples, County of Collier, and State of Florida, this 27 day of August, 1987.

*Cecilia K. Martin*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 27, 1991  
BORNED THRU GENERAL INS. UND.

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent for this Corporation as set forth in the foregoing Articles of Incorporation.

Dated this 26 day of August, 1987.

*Georgia Stamp*  
Georgia Stamp,  
Registered Agent.

ARTICLES OF AMENDMENT  
to  
ARTICLES OF INCORPORATION

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: The name of the corporation is:

FRIENDS OF ROOKERY BAY, INC.

SECOND: The following amendment(s) to the articles of incorporation was (were) adopted by the corporation:

PLEASE ADD THIS STATEMENT TO OUR ARTICLES OF INCORPORATION:

NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THIS ORGANIZATION SHALL NOT CARRY ON ANY ACTIVITIES NOT PERMITTED TO BE CARRIED ON BY AN ORGANIZATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(5) OF THE INTERNAL REVENUE CODE OF 1986 OR THE CORRESPONDING PROVISION OF ANY FUTURE UNITED STATES INTERNAL REVENUE LAW.

THIRD: The amendment(s) was (were) adopted by the Board of ~~Directors~~ on the 22<sup>ND</sup> day of MARCH, 1990.

FOURTH: The above amendment(s) was (were) approved by a majority of the members of the corporation on the 22<sup>ND</sup> day of MARCH, 1990.

Dated 13 APRIL, 1990

FRIENDS OF ROOKERY BAY, INC.

Corporation Name

By [Signature]  
President or Vice President

By [Signature] PAUL LINDEKULF  
Secretary or Assistant Secretary

STATE OF Florida  
COUNTY OF Collier



Before me, the undersigned authority, personally appeared Paul Hinchcliff, to me well known to by the person(s) who executed the foregoing articles of amendment to articles of incorporation and acknowledged before me, according to law, that he made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4 day of May, 1990.

Kay L. Kull  
Notary/Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: OCT. 28, 1991;  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

PAUL FREDERICK HINCHCLIFF MARY VIRGINIA HINCHCLIFF PHONE 813/657-4177 RT. 6, BOX 1875-A SANCTUARY ROAD NAPLES, FL. 33964		APR 15 1990 550
PAY TO THE ORDER OF	FL. SECRETARY OF STATE	\$ 20 <sup>00</sup>
—TWENTY & 00/100—		DOLLARS
	3285 TAMAMI TRAIL EAST NAPLES, FL 33962	
MEMO FOR AMENDMENT		
⑆067005679⑆0550 1674016435⑆		



## Exhibit B.

### Roles of the CSO President, Reserve Manager, Reserve Assistant Manager (if applicable) and RCP Statewide CSO Coordinator

1. **Role of the CSO President:** The CSO President, elected under the terms and conditions set forth in the CSO's Articles of Incorporation attached as Exhibit "A", shall be responsible for the CSO's compliance with the terms and conditions set forth in this agreement.
  - a. Ensures compliance with all DEP, RCP, and RBNERR policies, rules, and regulations as they may be amended periodically;
  - b. Ensures the CSO develops and submits to the RBNERR 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 RBNERR property, including the designation of a specific location and time for such use;
  - c. Ensures the CSO maintains the property, vehicles, vessels, facilities, or equipment assigned to the CSO in a clean and orderly state.
  - d. Ensures that that all funds generated by the CSO through the use of RBNERR facilities, collection of entrance and parking fees, or funds generated by other events and activities, or use of the RBNERR name or identity will be used as agreed upon by the RBNERR Manager for the direct benefit of the RBNERR or in support of the CSO's stated purposes.
  - e. Accepts donations, endowments and grant awards that benefit RBNERR , with written approval and stipulations provided by RBNERR manager.
  - f. Ensures CSO records follow Section 20.2551, Florida Statutes and comply with Chapter 119, Florida Statutes, regarding public records.
  - g. Ensures the CSO agrees to provide a complete and accurate Annual Report, including the appropriate Internal Revenue Service forms in accordance with 20.2551, 20.058, 112.3251, and 215.981 Florida Statutes.

2. **Role of the RBNERR Manager:** The RBNERR Manager shall be responsible for insuring performance of the terms and conditions of this agreement as the primary programmatic administrator.

- a. Permit, without charge, appropriate use of RBNERR property, vehicles, vessels, equipment, staff and facilities by the CSO. Appropriate use is defined as activities that comply with the RBNERR Management Plan and do not unreasonably interfere with opportunities for the general public to use the property and facilities, or normal reserve operations.
- b. Review and provide written approval, on an annual basis, for programs and schedules of all projects, activities and events the CSO plans to carry out on RBNERR property.

3. **If applicable: Role of the RBNERR Assistant Manager:** The RBNERR Assistant Manager is hereby designated as RBNERR Liaison to the CSO as the primary fiscal administrator.

- a. Reviews records of all funds generated by the CSO through the use of RBNERR facilities, collection of entrance and parking fees, or funds generated by other events and activities, or use of the RBNERR name or identity for the direct benefit of the RBNERR or in support of the CSO's stated purposes.
- b. Provides summarized monthly financial reports to the RBNERR Manager indicating the year- to-date total of all revenue from fees collected by the CSO from entrance and parking fees, staff coordinated programs and facilities rentals and the percentage of these revenue allocated by the CSO to reserve programs.

4. **Role of the RCP Statewide CSO Coordinator:** The RCP Statewide CSO Coordinator will keep the CSO informed of departmental requirements and legislative changes to reports and audit requirements in a timely matter so that there is time to negotiate CPA contracts and to reduce the cost associated with these audits. In addition, the RCP Statewide CSO Coordinator will be the liaison between RBNERR to help facilitate needs of the CSO and DEP.