

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 RPC, 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 _

RBNER; 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 RBNER 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: 

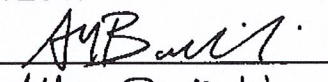
Attorney

By: 

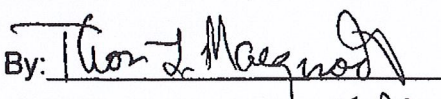
Alex Reed, Director
OFFICE OF RESILIENCE AND
COASTAL PROTECTION

_____, a Florida
not for profit corporation

ATTEST:

By:  11/22/19
Athan Barkoukis

Executive Director

By:  11-22-2019
President