

CITIZEN SUPPORT ORGANIZATION AGREEMENT

FRIENDS OF FAKAHATCHEE, INC.

THIS AGREEMENT is made between the State of Florida Department of Environmental Protection (“DEP”), Division of Recreation and Parks, hereinafter called “Division”, and the FRIENDS OF FAKAHATCHEE, INC. (“ FOF” acronym), a Florida not for profit corporation, hereinafter called the “CSO”.

WITNESSETH:

WHEREAS, Chapter 258, Part I, Florida Statutes, grants the Division the power and 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, 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.

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):

<u>Name of Park(s)</u>	<u>County Location</u>
FAKAHATCHEE STRAND PRESERVE STATE PARK	COLLIER
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(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.

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 19 of this Agreement.

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

CSO
CSO President or successor
Address of Registered Agent
137 COASTLINE DRIVE, COPELAND,
FL 34137

OFFICE@FOFINC.ORG

Division
Park Manager or successor
Park Address

Jeremy Sweeney

Email Address

Jeremy.M.Sweeney@FloridaDEP.gov

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, their successor or designee (hereinafter called "Park Manager") is hereby designated as the Division's Contract Manager and shall be the primary contact for the CSO. The Park Manager 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 Park 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 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 of the Park 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 most up to date versions of these sources, as may be amended from time to time.

(1) Use of park property and facilities for events including fundraisers requires an approved Special Event Planning Worksheet.

b. On or before the end of January, the CSO and Park Manager will sign a completed Annual Program Plan. The CSO shall develop the plan with the Park Manager. The complete Annual Program Plan as described in the CSO Handbook includes proposed park improvement projects, activities, events, and proposed fundraising strategies.

(1) Since the CSO is conducting activities for the benefit of the Park, fundraisers must be approved by the Park Manager either in writing or in an Annual Program Plan. Annual Program Plans can be updated by the CSO and Park Manager at any time to reflect fundraising activities and resubmitted to the district and Division.

(2) The CSO is not authorized to pursue fixed capital outlay development (construction type) projects on park property, 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. The Park Manager must obtain approval for the proposed CSO project, in writing, from the Division, prior to the CSO initiating fund-raising for the fixed capital outlay project.

(3) The CSO must obtain advance approval in writing from the Park Manager, for any activities at the Park not covered specifically in this Agreement.

6. **Grant Proposals.** The DEP Delegations of Authority Memo (DEP 100) 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; and
- b. Be responsible for the carriage of general or commercial liability insurance; and
- c. Pay a percentage or a flat fee for utilities supplied by Park facilities.

Pursuant to this agreement, the CSO does not have the 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 permission for such regular business services in advance, in writing. Examples of regular business services 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 separately 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 in a Special Event Planning Worksheet (see section 5 of this agreement). 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. The fee days will be offered as a 12-hole punch card for free entrance to the park/s that they support. The 12 fee waiver days must be implemented as:

a. The CSO provides its' members with one membership card annually. Multiple cards will not be provided.

b. A membership card provides, at minimum, the member's name, expiration date, and information that the card is good for one vehicle, up to eight people (including the passholder). The membership card does not include camping or any other fees.

c. The member must be present at the time of entrance.

d. The membership is non-transferable.

e. Free entrance is for a future visit to the park(s) the CSO supports and not valid for the same day the CSO membership is purchased.

f. Free admission cannot be provided as a premium fundraiser or source of income in exchange for increased contributions or donations.

g. The CSO may not produce park passes or provide any additional free entrance as a member benefit.

h. CSOs cannot alter the number of people allowed per vehicle for free entrances, using the pass system outlined above in any way. CSO membership free entrance punch cards cannot be linked to increasing levels of donations or contributions.

i. Resale of Florida State Park Annual Entrance Passes at prices above those listed in the Florida State Park Fee Schedule is prohibited.

j. 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 through use of the Park's fixed property and facilities, the Park's or the CSO's name, and/or the Park's or CSO'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 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 Division. 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. **Fiscal Year.** The CSO's fiscal year shall end on December 31 and begin January 1.

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 an independent audit by an independent certified public accountant ("CPA") using Government Audit Standards ([U.S. GAO Yellow Book](#)). The required audit is due by September 1 (9 months after the CSO's calendar year ends) submitted to the Florida 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.

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, the DEP must submit a report to the Governor, Florida Legislature, and the Office of Program Policy Analysis and Government Accountability. This report must include a recommendation, with supporting rationale, of whether to continue, terminate, or modify the Division's association with each CSO. To assist the Division and the DEP with this required annual reporting, the CSO must provide the following items to the Division prior to July 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 990, 990-EZ or 990-N receipt with appropriate completed schedules attached. If filing an IRS extension, attach the IRS 8868 receipt and most recent complete 990 with all appropriate schedules.

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 prevention of conflicts of interest..

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. Pursuant to Section 617.0834, Florida Statutes, the CSO's Board of Directors and officers are entitled to immunity from certain civil liability. 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 allow public access to all documents, papers, letters, financials, and other material within its possession. This Agreement may be unilaterally canceled by the Division for refusal by the CSO to allow public access to all documents, papers, letters, financials, or other material 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.

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

FRIENDS OF FAKAHATCHEE, INC.,
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

Sign By: _____

Print: _____

Bureau Chief, District 4
Division of Recreation and Parks

Date: _____

FRIENDS OF FAKAHATCHEE, INC.,
A Florida not for profit corporation

Sign By: H. Glen Stacell

CSO President

Print: GLEN STACELL H. Glen Stacell

Date: 16 Nov 2025

Sign By: Carol Spagnolo
Print: CAROL SPAGNOLO Carol Spagnolo
CSO Secretary

Attachments:

Exhibit "A" CSO Articles of Incorporation