LETTER OF AGREEMENT
BETWEEN
DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES
AND
FRIENDS OF THE STATE LIBRARY AND ARCHIVES OF FLORIDA INC.

This AGREEMENT is entered into by the Department of State's Division of Library and Information Services (Division) and Friends of the State Library and Archives of Florida Inc. (Corporation), on the date last signed by authorized parties.

WHEREAS, the Division has a multitude of Statutory responsibilities including, but not limited to: the program management of the State Library of Florida, the State Archives of Florida, and the Records and Information Management Program; and the administration of federal and state grants.

WHEREAS, under Section 257.43, *Florida Statutes*, the Division may enter into an agreement with a citizen support organization to provide assistance, funding and promotional support for its programs.

WHEREAS, the Corporation is a duly-qualified citizen support organization established in compliance with Section 257.43, *Florida Statutes*, and desires to provide certain services as a citizen support organization (CSO) for the Division of Library and Information Services.

WHEREAS, the Corporation is a 501(c)(3) corporation under the Internal Revenue Code and is empowered to raise funds and support charitable and educational activities.

WHEREAS, the Division has determined that the provision of these services by the Corporation is consistent with its goals and in the best interest of the State.

NOW, THEREFORE, in consideration for the mutual covenants and conditions herein, the parties agree as follows:

ARTICLE 1: CONTRACT TERM

Per Section 257.43(1)(d), *Florida Statutes*, this agreement shall become effective on the date last signed by authorized parties and shall expire June 30, 2021.

ARTICLE 2: AUTHORITY TO ACT AS CSO

The Division hereby authorizes the Corporation to serve as a citizen support organization pursuant to Section 257.43, *Florida Statutes*, subject to all terms and conditions of this agreement.

ARTICLE 3: CORPORATION'S RESPONSIBILITIES

The Corporation shall:

a) Promote the interests and welfare of the Division and assist it in carrying out its mission and achieving its goals.

b) Promote the visibility of the Division and increase public awareness of its mission, functions, programs, activities and needs.

c) Develop and provide in coordination with the Division promotional materials and marketing strategies as deemed appropriate.

d) Conduct programs and activities; request and receive grants, gifts and bequests of money; raise funds; acquire, receive, hold, invest and administer, in its own name, securities, funds, objects of value or other property, real or personal; and make expenditures to or for the direct or indirect benefit of the Division as referenced in the Bylaws.

e) Develop and approve a budget prior to July 1 of each year.

ARTICLE 4: REVENUE MANAGEMENT

The Corporation is hereby authorized to collect, administer and raise funds through program revenues, donation boxes, direct appeals, campaigns, events, grants for special programs and all activities specified herein with the following requirements:

- All revenues received by the Corporation in accordance with this agreement shall be deposited in the Corporation's accounts.

- All revenues must be expended exclusively for the purpose(s) for which they were collected, administered and raised, and/or defined by the appeal, grant or program description.

- All donation box revenues and rental revenues shall be designated for the Division of Library and Information Services' sites/facilities as deemed appropriate by the Corporation and the Division.

- When revenues are specified by the donor or funding source to be for a particular purpose, they are to remain permanently restricted and designated

in the budget. If the Corporation receives a donation that cannot be used for the purpose for which it was given, the Corporation shall contact the donor to determine if those funds should be returned or may be used by the Corporation for another purpose and shall obtain written confirmation from the donor. If such funds remain in the budget at the end of the fiscal year, they are to remain restricted and carried forward to the next year's budget.

- Pursuant to Article 6, Section 4, of the Corporation's Bylaws (PDF), the Corporation's Board of Directors must approve all expenditures over $1,500. The State Librarian, a Division staff member, is hereby delegated with the limit of authority on individual expenditures of up to $1,500. The State Librarian or Treasurer has authority to sign all checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation if the expenditure is authorized in the adopted budget, approved by the Board, or otherwise deemed as appropriate by the Division. The Finance Coordinator, a Division staff member, is responsible for making deposits, providing monthly financial reports to the Board and preparing all other annual corporate financial and/or tax reports and filings.

- Division staff may be reimbursed for expenditures made on behalf of the Corporation upon submission of proper proof of expenditure. Expenditures must be approved by the Corporation or authorized by the Division and in accordance with the Corporation's Bylaws. A Division staff member shall not approve their own reimbursement expenditure.

- The Corporation shall not jointly employ Division staff or their relatives. The Corporation shall reimburse the Division for any employment expenditures where Division staff has performed work on behalf of the Corporation beyond the employee's scheduled state work hours.

- The foregoing provisions apply to grants to the extent that they do not conflict with grant award agreements. Appropriate records are to be maintained for reporting purposes.

ARTICLE 5: ETHICS POLICY AND STANDARDS OF CONDUCT

The Corporation agrees to adopt its own ethics policy in accordance with Section 112.3251, *Florida Statutes*. The ethics code must contain the standards of conduct and disclosures required under Sections 112.313 and 112.3143(2), *Florida Statutes*. The Corporation is responsible for annually submitting a copy of its ethics policy to the Division, pursuant to Section 20.058(1)(e), *Florida Statutes*.

ARTICLE 6: FINANCIAL AUDIT

The Corporation agrees to provide for an annual financial audit in accordance with Sections 215.981 and 257.43, *Florida Statutes*. The Corporation is responsible for submitting a copy of the audit to the Office of the Auditor General if the financial threshold cited in Section 215.981, *Florida Statutes*, is exceeded.

ARTICLE 7: PUBLIC ACCESS TO RECORDS AND MEETINGS

Unless exempted by law, all documents and records of the Corporation are subject to public disclosure under Chapter 119, *Florida Statutes*, or the "Public Records Act." Refusal of the Corporation to allow public access to its documents and records, as required by law, shall constitute grounds for unilateral cancellation of this Agreement.

The Corporation shall immediately contact the Division of Library and Information Services if it receives a public records request so that the Division may respond to that request.

All meetings of the Corporation shall be noticed, and all meeting materials produced by the Division or Corporation shall be published, in accordance with Sections 120.525 and 286.011, *Florida Statutes*.

ARTICLE 8: ANNUAL REPORT SUBMISSION AND POSTING

The Corporation agrees to submit to the Division an annual report of information, in accordance with Section 20.058(1), *Florida Statutes*.

In accordance with Section 20.058(2), *Florida Statutes*, the Division shall make such information received, pursuant to Section 20.058(1), *Florida Statutes*, available to the public through the Division's website. The Division's website must also provide a link to the Corporation's website, if one is maintained.

This Agreement is contingent upon the Corporation's submission and posting of information pursuant to subsections (1) and (2) of Section 20.058, *Florida Statutes*. If the Corporation fails to annually submit the required information in accordance with Section 20.058(1), *Florida Statutes,* the Division shall terminate this Agreement. Such termination shall become effective upon receipt of notice by the Division to the Corporation, or some other time specified by the Division in the said notice.

ARTICLE 9: NONDISCRIMINATION

The Corporation shall provide equal membership and employment opportunities to all persons regardless of race, color, religion, sex, sexual orientation, age, disability, gender expression or national origin as required and specified by appropriate federal and state laws as well as Department policy.

ARTICLE 10: CANCELLATION OF AGREEMENT AND TERMINATION OF CSO STATUS

If the Division determines that the Corporation is not operating in the best interest of the Division; in accordance with applicable laws or administrative rules of the Division; in accordance with the terms of the Agreement; in violation of the Public Records Act (Chapter 119), Administrative Procedures Act (Chapter 120) or "sunshine provisions" of Chapter 286; or in violation of any other law, it may cancel this Agreement by providing written notice to the Corporation, by certified mail. Such cancellation shall become effective upon receipt of such notice or some other time specified by the Division in the said notice.

ARTICLE 11: RETURN OF FUNDS AND PROPERTY

Should any of the following events occur, all funds and property managed by the Corporation shall be promptly returned to the Division, as directed by the Division, to be used for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or for a public purpose:

- If the Corporation, for any reason, ceases to be a citizen support organization for the Division;
- If this Agreement is cancelled by the Division, breached by the Corporation (as determined by the Division) or has expired and not been renewed; or
- If the Corporation is dissolved, if its Articles of Incorporation are revoked or cancelled, or if the Corporation loses its 501(c)(3) status.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the parties and supersedes all previous communications, representations or oral agreements between the parties. No amendment shall be effective unless reduced to writing and signed by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written.

DIVISION OF LIBRARY AND INFORMATION SERVICES

Amy L. Johnson, Director

May 26, 2020

Date

FRIENDS OF THE STATE LIBRARY AND ARCHIVES OF FLORIDA INC.

Gene Coppola, President

5/26/20

Date