

**LETTER OF AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF STATE,**  
**STATE LIBRARY AND ARCHIVES OF FLORIDA**  
**AND**  
**FRIENDS OF THE STATE LIBRARY**  
**AND ARCHIVES OF FLORIDA, INC.**

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

WHEREAS, under Chapter 257, Florida Statutes, known as the “Public Libraries and State Archives”, the State Library and Archives of Florida has a multitude of responsibilities including, but not limited to, the program management of the State Library of Florida; the State Archives of Florida; the Records and Information Management Program; administration of federal and state grants; and the Florida Administrative Code, Weekly, and Laws.

WHEREAS, under Section 257.43, Florida Statutes, the State Library and Archives of Florida may enter into an agreement with a citizens support organization to provide assistance, funding, and promotional support for its Library, Archives, Records and Information Management, and Administrative Code, Weekly, and Laws programs.

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

WHEREAS, the State Library and Archives of Florida has determined that the provision of these services by the Corporation are 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**

This agreement shall become effective on the date last signed by authorized parties and shall run for a term of one year.

**ARTICLE 2: AUTHORITY TO ACT AS CSO**

The Department hereby authorizes the Corporation to serve as a citizen support organization pursuant to Section 257.43, Florida Statutes.

**ARTICLE 3: CORPORATION'S RESPONSIBILITIES**

The Corporation shall:

- I. Promote the interests and welfare of the State Library and Archives of Florida and assist the State Library and Archives of Florida in carrying out its mission and achieving its goals.
- II. Encourage and conduct fundraising, programs, services, and other activities that will promote the visibility of the State Library and Archives of Florida and increase public awareness of its mission, functions, programs, activities, and needs.
- III. Develop and provide merchandise for fundraising and marketing as deemed appropriate by the Corporation and the Department.
- IV. Provide a vehicle for grant funding for the State Library and Archives of Florida for special projects and the development and distribution of educational materials regarding the State Library and Archives of Florida's library; archives; records management; and laws, code, and administrative weekly programs.

**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:

- I. All revenues received by the Corporation in accordance with this agreement shall be deposited in the Corporation's accounts.
- II. 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.
- III. All donation box revenues and rental revenues shall be used for the State Library and Archives of Florida's sites/facilities and/or programs as deemed appropriate by the Corporation and the Department.

- IV. 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 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.
- V. The Corporation's Board of Directors shall approve all expenditures in accordance with the Corporation's bylaws and articles.
- VI. 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: FINANCIAL AUDIT**

The Corporation agrees to provide for an annual financial audit in accordance with Sections 215.981 and 257.43, Florida Statutes.

#### **ARTICLE 6: PUBLIC ACCESS TO RECORDS**

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.

#### **ARTICLE 7: NONDISCRIMINATION**

The Corporation shall provide equal membership and employment opportunities to all persons regardless of race, color, religion, sex, age, disability, or national origin as required and specified by appropriate federal and state law.

#### **ARTICLE 8: CANCELLATION**

If the Department determines that the Corporation is not operating in the best interest of the State Library and Archives of Florida; in accordance with applicable laws or administrative rules; or in accordance with the terms of the Agreement, 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 Department in said notice.

#### **ARTICLE 9: RETURN OF STATE FUNDS AND PROPERTY**

Should any of the following events occur, all state funds and state property managed by the Corporation shall be promptly returned to the Department, as directed by the Department, 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:

- I. If the Corporation, for any reason, ceases to be a citizens support organization for the State Library and Archives of Florida.
- II. If this Agreement is cancelled by the Department, breached by the Corporation (as determined by the State Library and Archives of Florida), or has expired and not been renewed.
- III. 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 10: ENTIRE AGREEMENT**

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

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

**DEPARTMENT OF STATE,  
STATE LIBRARY AND ARCHIVES  
OF FLORIDA**

Judith A. Ring State Librarian	Date
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**FRIENDS OF THE STATE LIBRARY AND  
ARCHIVES OF FLORIDA, INC.**

For the Board of Directors	Date
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