

**LETTER OF AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF STATE  
AND  
FRIENDS OF THE MUSEUMS OF FLORIDA HISTORY, INC.**

This AGREEMENT is entered into, on the 11th day of June 2020, by the Department of State's Division of Cultural Affairs and Friends of the Museums of Florida History, Inc. (FMFH).

WHEREAS, under Chapter 265, Florida Statutes, titled Memorials, Museums, and Fine Arts, the Department has a multitude of responsibilities including, but not limited to management of certain historical properties and museums, museum gift shops, and all site-related programs, and the promotion of Florida historical writing and publishing of the same;

WHEREAS, under Section 265.703, Florida Statutes, the Division may enter into an agreement with a duly-qualified citizen support organization to provide assistance, funding, and promotional support for the cultural, arts, historical, and museum programs of the Division.

WHEREAS, the Corporation is a duly-qualified citizen support organization established in compliance with Section 265.703, *Florida Statutes*, and desires to provide certain services as a citizen support organization (CSO) for the Museum of Florida History and its sites.

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 Department 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 11th day of June 2020 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 (CSO) for its benefit, in accordance with Section 265.703, *Florida Statutes*, for the period of one year, subject to all terms and conditions of this agreement.

## **ARTICLE 3: CORPORATION'S RESPONSIBILITIES**

- MUSEUM GIFT SHOPS. The Corporation shall manage *Florida's History Shops* at the Museum of Florida History, the Capitol, the Historic Capitol, and other locations as deemed appropriate by the parties.
- The Corporation shall collect proceeds related to *Florida History Day and Museum Traveling Exhibits Program (TREX)*.

SPONSORSHIP. The Corporation agrees to sponsor the museum programs and events, subject to adequate resources being available, including but not limited to:

- Florida History Day
- Annual Children's Day
- Florida heritage activities
- Knott House Emancipation Day and other educational programs
- Traveling Exhibits Program (TREX)
- Museum exhibits programming
- Volunteer Development and Recognition Program
- ENDOWMENTS. The Corporation shall manage the John Charles Knott Endowment and the James R. Knott Endowment for the Knott House Museum and administer the same for purposes consistent with all applicable laws, the testamentary intent, respective bequests and the Articles of Friends of the Museums of Florida History, Inc., including the interpretation, educational programming, maintenance and upkeep of the Knott House Museum. The Corporation shall manage the State of Florida Cultural Endowment Fund and administer the same for purposes consistent with the agreement between the Division of Cultural Affairs and the Friends of the Museums of Florida History, Inc., including day-to-day expenses related to museum programming. An endowment committee established in by-laws will oversee management and use of the three endowments.

- FOOD SERVICE TO MUSEUM OF FLORIDA HISTORY. The Corporation is authorized to utilize Room G22 of the R.A. Gray Building to provide food service to the visitors of the Museum of Florida History. All monies generated from this activity shall be deposited into the Corporation's account and used only for programs of the Museum of Florida History.

#### **ARTICLE 4: REVENUE MANAGEMENT**

The Corporation is hereby authorized to collect, administer and raise funds through program revenues, retail revenues, facility rental 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, food service, and program fee revenues shall be designated by site/facility where collected and used only for expenses of that site/facility 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. Excess funds for the Florida History Day and the Traveling Exhibits Program shall also be carried forward to the next fiscal year in a like manner.
- As stated in the Friends of the Museums of Florida History, Inc. Bylaws, Article 7, Management, Section 5: The Corporation's Board of Directors shall approve all expenditures in accordance with the Corporation's bylaws and articles. Should the Corporation determine that Department staff may be delegated responsibility to approve individual expenditures, it must specifically state those delegations and limits of authority within this Letter of Agreement. Those individuals are the Museum Director, the Development and Financial Director, and Florida History

Shops Manager with the limit of authority on individual expenditures of up to \$1000.00.

- Department staff may be reimbursed for expenditures made on behalf of and previously approved by the Corporation upon submission of proper proof of expenditure. Should the Corporation delegate expenditure approval authority to Department staff as stated previously, a staff member shall not approve their own reimbursement expenditure.
- The Corporation shall not jointly employ Department staff or their relatives. The Corporation shall reimburse the Department for any employment expenditures where Department staff has performed work on behalf of the Corporation beyond the employee's scheduled state work hours.
- The FMFH agree to adhere to Part III, Chapter 112, *Florida Statutes*, titled Code of Ethics for Public Officers and Employees and the Florida Department of State Ethics Policy in the performance of its duties.
- The foregoing provisions apply to endowments to the extent that they do not conflict with the requirements of Article 3 of this Agreement.
- 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 Section 215.981 and 265.703, *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 6: CONFIDENTIALITY OF DONORS**

The Corporation shall protect the identity of donors who request anonymity by preventing such disclosure under the "Public Records Act" i.e., Section 119.07(1), and 265.703, *Florida Statutes*, and shall also maintain their confidentiality in the auditor's report described in this Agreement. This exemption is subject to the Open Government Sunset Review Act in accordance with Section 119.15, *Florida Statutes*.

### **ARTICLE 7: PUBLIC ACCESS TO RECORDS AND MEETINGS**

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

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

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

### **ARTICLE 8: 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 9: CANCELLATION OF AGREEMENT AND TERMINATION OF CSO STATUS**

If the Department determines that the Corporation is not operating in the best interest of the Department; in accordance with applicable laws or administrative rules of the Department; 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 Department in the said notice.

### **ARTICLE 10: RETURN OF FUNDS AND PROPERTY**

Any funds held in the separate depository account in the name of the Corporation, derived from the rental of facilities or properties managed by the Division, shall revert to the Division, or its successor agency, if the Corporation is no longer approved by the Division to operate as the Division’s citizen support organization pursuant to 265.703, *Florida Statutes*.

Should any of the following events occur, all funds and 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. The

Department shall insure that all funds and property are distributed in a manner that benefits the Museum of Florida History, through direct expenditure or transfer to a successor 501(C) (3) organization to benefit the Museum.

- If the Corporation, for any reason, ceases to be a citizen support organization for the Division;
- If this agreement is cancelled by the Department, breached by the Corporation (as determined by the Department), or has expired and not be 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 11: ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, this agreement has been executed the 11th day of June 2020.

**DEPARTMENT OF STATE**

\_\_\_\_\_  
**Director, Cultural Affairs**  
**Sandy Shaughnessy**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Director of Museum Operations**  
**Lisa Barton**

\_\_\_\_\_  
**Date**

**FRIENDS OF THE MUSEUMS OF FLORIDA HISTORY, INC.**

\_\_\_\_\_  
**Steve Birtman, Chair**

\_\_\_\_\_  
**Date**