

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

Use the latest copy of this form. See instruction sheet for complete guidelines.

REGISTRATION NUMBER

N/A

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Parks and Recreation (Department)

CONTRACTOR'S NAME

(Association)

2. The term of this notice to commence through Agreement is:

3. The maximum amount \$ Zero dollars of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|----------|
| Exhibit A – Scope of Work | 1 page |
| Attachment 1 | 13 pages |
| Exhibit B – Budget Detail and Payment Provisions | N/A |
| Exhibit C* – General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement) | 10 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Annual Report | 4 pages |
| Exhibit F – Licensed Trademarks | 3 pages |

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

, a nonprofit charitable corporation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Anthony I. Perez, Park Operations Deputy Director, Department of Parks and Recreation

ADDRESS

PO Box 942896, Sacramento, CA 94296-0001

California Department of General Services Use Only Exempt per:
 Association State Agency – Dept. of Parks and Rec. Dept. of General Services rev: 10/21/10

**Scope of Work
EXHIBIT A**

SCOPE OF WORK

1. Contractor (Association) agrees to a cooperative relationship with the Department of Parks and Recreation (Department) to fund and support interpretive and educational elements of state park units as described herein:

The Department welcomes relationships that will help accomplish its mission to preserve unimpaired the natural and cultural resources and values of the California State Park System for the enjoyment, education, and inspiration of this and future generations. The Department strives to extend the benefits of natural and cultural resource conservation and outdoor recreation to all Californians.

The Association is a private, not for-profit, [IRS (501 (c) (3))] corporation formed under the laws of California established in _____ for the purpose of supporting interpretation and education in State Park System units through raising and managing funds and financially assisting the Department. The Internal Revenue Service has granted the Association charitable, tax exempt status.

Furthermore, the Association has consistently demonstrated its interest and diligence in delivering programs that complement the Department’s mission by operating successfully under prior Agreements. In the spirit of partnership, the Department will continue to be significantly involved in the Association’s activities, including the processes that determine the scope, nature and scheduling of programming and projects.

2. Authority

The Department is specifically authorized pursuant to PRC 513, 5009, and 5009.1- 5009.3 to enter into agreements for the purpose of engaging in relationships to support and enhance interpretive and educational activities deemed to be in the best interest of the State and the Department, including fundraising and licensing activities and the receipt of donated funds, goods and services.

3. The services shall be performed

at state park units in or insert name of county(s), and/or Department districts, and/or park names and any future state park units agreed to by both the Association and the Department.

4. The key officials during the term of this Agreement will be:

| | |
|--|----------------------------|
| State Agency: California State Parks (CSP) | Association's Name: |
| Section/Unit: | |
| Attention: | Attention: |
| Address: | Address: |
| Phone: | Phone: |
| Fax: | Fax: |
| e-mail: | e-mail: |

Direct all inquiries concerning this contract to the key officials indicated above. The officials may be changed via a written notification. All correspondence and approvals of the Department must be through the key official who is henceforth known as the Cooperating Association Liaison (CAL).

5. Detailed description of work to be performed and duties of all parties. (See Attachment 1)

EXHIBIT A, Attachment 1

i. Definitions:

The following terms are specific to this contract:

“Approval” means written approval either on paper or electronically. Department approval will be from the CAL unless otherwise indicated.

“Cooperating association” means a corporation that meets all of the following criteria:

- A) The corporation is a nonprofit public benefit corporation, organized pursuant to Part 2 (commencing with Section 5110) of Division 2 of Title 1 of the Corporations Code.
- B) The articles of incorporation of the corporation state that the specific purpose of the corporation is to provide support for educational and interpretive programs of the State Park System, or portions of the programs.
- C) The corporation has a cooperating association program contract with the Department.
- D) The corporation is in compliance with the Department’s policies and guidelines regarding cooperating associations and has obtained the Department’s approval for its educational and interpretive materials and services.

“Educational and interpretive materials” include items that promote visitor appreciation, understanding, and knowledge of natural, cultural, and historic resources of the state park system, including educational and interpretive gifts and souvenirs. Further details are in the PRC 513 Implementation Guidelines at www.parks.ca.gov/associations.

“Educational and interpretive services” include those activities and programs that focus on natural, cultural, and historic resources of the state park system and are not generally offered by the department. Further details are in the PRC 513 Implementation Guidelines at www.parks.ca.gov/associations.

Note: “educational and interpretive materials and services” do not include lodging, food service, horse and equipment rentals, camping supplies, gifts and souvenirs, other than those described above, transportation, except for equipment owned by the department, recreational lessons, and the operation of specialized facilities within a state park unit such as the theater at Hearst San Simeon State Historic Monument and Old Town San Diego State Historic Park, golf courses, and marinas.

“Good faith effort” is a documented, reasonable endeavor to solicit competitive interest from qualified businesses. PRC 513 (as amended January 1, 2009), requires the Department to make a good faith effort to obtain a concessionaire to provide non-interpretive and non-educational materials and services before it approves the sale

EXHIBIT A, Attachment 1

of such items by a cooperating association. The good faith effort process is described in Exhibit C of the PRC 513 Implementation Guidelines at www.parks.ca.gov/associations.

“Interpretation” is a mission-based communication process that forges emotional and intellectual connections between the interests of the audience and the meanings inherent in the resource.

“Jewelry” is any of the following ornaments worn by a person: anklet, arm cuff, bracelet, brooch, chain, crown, cuff link, decorated hair accessories, earring, necklace, pin, ring, body-piercing jewelry, and any bead, chain, link, pendant, or other component of these items.

“Recreational lessons” are activities that involve fee-based learning of skills, such as horseback riding, off-highway vehicle activity, surfing and other water sports. These lessons are provided by concessionaires. Unlike interpretive and educational services, recreational lessons are not primarily designed to forge emotional and intellectual connections between the interests of the audience and meanings inherent in the resource. Further details are in the PRC 513 Implementation Guidelines at www.parks.ca.gov/associations.

“Toy” is an article designed and made for the amusement of a child 10 years or younger or for his or her use in play.

1. CONTRIBUTIONS

Association’s financial contribution to this Agreement consists of goods, services and cash donations generated for the benefit of the Department, and operating expenses.

The Department’s contribution to this Agreement consists of the permitted use of park lands, facilities, and sales areas, and the assistance of park staff and volunteers. Absent a separate agreement, there will be no award of Department funds to Association.

2. MEMORANDUM OF UNDERSTANDING

Obligation of Department funds or resources in furtherance of this Agreement will be effected through an individual project memorandum of understanding (MOU) or formal contract as appropriate. Any project MOU or contract will include the project or activity title, background statement, scope of work, deliverable final products, period of performance, budget contributed by each party, and the names and positions of the individuals responsible for implementation. MOUs may not grant authority beyond the scope of this contract and must draw authority from specific section(s) of this contract.

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3. ROLE OF THE COOPERATING ASSOCIATION

- A. To maintain close liaison and consult regularly with the Department on all matters pertaining to activities authorized and/or required under this Agreement.
- B. To meet with the Department at least annually to review program performance and compliance with terms, conditions and stipulations of this Agreement.
- C. Subject to the approval of the Department and any other provisions of this Agreement, the Association agrees to assist the Department in conserving and interpreting the units of the Department for the benefit of the public in the following ways:
 - D. The Association will invite the CAL to board of directors meetings and, as necessary, committee meetings.
 - E. The Association may plan, organize, and implement sales and fund-raising activities and interpretive and educational services to support the interpretive and educational activities of the Department.
 - F. The Association may levy user fees and charges for the Association's interpretive and educational services, programs, literature or other items that enhance public understanding of and involvement in the park. The items developed by the Association may include but are not limited to publications, plans, designs, exhibits, media, and interpretive programs including fee-based tours, seminars and lectures.
 - G. The Association may hold fund-raising events in the park, in areas designated by the Department and subject to any conditions imposed, pursuant to separate special event permit(s) duly issued by the Department in accordance with Department policy and State laws and regulations. The Association's fee schedules for interpretive and educational services programs, literature and other items that are provided within the park and/or are subject to the license granted herein, shall be, to the extent requested by the Department, subject to the Department's review and approval.
 - H. The Association may sponsor special events, via a separate permit or other agreement. When such activities occur on state park property they shall be conducted pursuant to a separate Special Event Permit (DPR 246/246A).

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- I. The Association may engage in sponsorship and/or endorsement activities, consistent with the terms of this Agreement, when such activities do not conflict with other Department commitments and are approved in writing by the Department on a case-by-case basis.
- J. The Association may support and fund environmental and historic restoration and conservation projects, and related programs when approved by the CAL.
- K. The Association may accept and administer grants and other funds obtained from governmental and non-governmental entities and expend them in accordance with Department goals and objectives.
- L. Consistent with current laws and the provisions of this Agreement, the Association may fund the planning and design of additions and improvements to facilities, equipment and displays.
- M. The Association may plan, organize and carry out educational and promotional activities.
- N. The Association may sponsor, publish, purchase, and distribute, sell or provide approved maps and literature, illustrative materials, and other interpretive and educational materials and services that increase visitor understanding and appreciation of State Park System values and purposes, subject to such license terms as are set forth herein.
- O. The Association may fund and support volunteer programs, historical and environmental education activities, lectures, restoration projects, and conduct Association membership programs and perform other activities that contribute to the Department's interpretive and educational program.
- P. Upon request by the Department, the Association may acquire historic or scientific collections, museum objects, interpretive program aids, equipment, and other items to further the interpretive and educational program of the Department. These items shall be donated or formally loaned to the Department according to the Department's Museum Collection Management policies (Department Operations Manual, Chapter 2000).
- Q. The Association may assist in the establishment of similar cooperating associations in other units of the Department.
- R. The Association may engage in other activities within state parks that the Department has approved in writing and that are consistent with the Association's by-laws and articles of incorporation.

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- S. The Association shall perform all of the above-described activities subject to the prior written approval of the Department. Further, the Association will work with the Department to provide any necessary donor recognition, consistent with the Department's Donor and Sponsorship Recognition Guidelines available at http://www.parks.ca.gov/?page_id=25529 .
- T. Consistent with the General Terms and Conditions referenced in Exhibit C, the Association and its volunteers shall act as an independent contractor to the Department. Association volunteers shall act solely on behalf of the Association, and conduct only the business of the Association as a corporation.
- W. The Association will inform its volunteers that they are not employees or volunteers of the Department while acting under the direction of the Association.
- X. All Association employees and volunteers involved in visitor contact shall be trained in the Department's visitor services program by the Department before assuming such responsibilities and shall adhere to Department requirements as governed by this Agreement.
- Y. Association employees, contractors and volunteers who come in direct contact with the public shall wear a uniform or name badge by which they may be known and distinguished as employees, contractors or volunteers representing the Association.
- Z. The Association shall regularly and periodically review the conduct of Association employees, contractors and volunteers. The Department shall regularly and periodically review the conduct of Department employees and volunteers. In the event that performance issues arise in connection with services being offered by the Association to the Department, the Association will allow review input from the Department. Any concerns regarding any actions or activities of Association employees, contractors and/or volunteers or Department employees and/or volunteers shall be brought to the immediate attention of the volunteer's, contractor's or employee's supervising authority (Association or Department) for appropriate action.
- AA. The Association warrants that the roles set forth in this Agreement are consistent with its lawfully adopted bylaws and all laws, regulations or other requirements governing the Association's operation as an IRS 501 (c) (3) corporation. The Association agrees to provide, as requested by the Department, a current copy of its bylaws, articles of incorporation, and any other related documents, as well as any revisions to such documents. The Association agrees to obtain the written consent of the Department before

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amending its articles of incorporation and/or by-laws in a way that will impact the beneficiary status of the Department.

BB. The terms and conditions of this Agreement shall be extended to sub-agreements, and contractors.

CC. Potential Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between Department and any subcontractors, and no subcontract shall relieve Association of its responsibilities and obligations herein. Association agrees to be as fully responsible to Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Association. Association's obligation to pay its subcontractors is an independent obligation from its relationship with the Department. Therefore, the Department shall have no obligation to pay or to enforce the payment of any moneys to any Association subcontractor.

DD. Under the authority of PRC 513 Implementation Guidelines and concession regulations, for the benefit of park visitors, the Association may, with specific approval, and consistent with section 6 Sales of this contract, conduct the sales of firewood and non-interpretive and non-educational materials and services.

EE. The Association will recognize that concession sales generally occur at snack bars, camp stores or other facilities that are traditionally operated for the safety and convenience of the public in the use and enjoyment of the State Park System, and that the preferential rights of concessionaires must be upheld in providing goods and services.

4. ROLE OF THE DEPARTMENT

- A. To maintain close liaison and consult regularly with the Association on all matters pertaining to activities authorized and/or required under this Agreement.
- B. To meet with the Association at least annually to review program performance and compliance with terms, conditions and stipulations of this Agreement.
- C. The Department will review, provide input on, collaborate with, and/or participate in the programs carried out by the Association in performance of this Agreement.

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- D. The Department will provide a Cooperating Association Liaison (CAL) as the principal representative between the Department and the Association. In this capacity, the CAL will be responsible for the following:
- 1) Attending all meetings of the Association's Board of Directors (except for closed Executive sessions) and relevant committee meetings;
 - 2) Maintaining communications and ensuring that the activities and funding priorities of the Association are consistent with those of the Department;
 - 3) Overseeing the implementation of this Agreement and all donations, services, programs and other activities provided to and/or on behalf of the Department pursuant to the terms herein.
 - 4) Granting or seeking necessary approvals required from the Department for Association activities.
 - 5) Providing the services of Department personnel and space, if available, for the sale of Association materials, services, or both, within a state park unit.
 - 6) Reviewing Association's activities to ensure compliance with statutory and regulatory requirements.
- F. The Department will grant a license to the Association to use the Department logo on Association publications and other materials. (See Exhibit D, Section 6 - Grant of License.)
- G. The Department will provide an accounting of Association/Donor gifts. (See Exhibit D, Section 1E - Expenditure Report of Association Donor gifts.)
- H. Upon request by the Association, the Department may, subject to the availability of staff and funds, provide other assistance to the Association as needed so long as it is not inconsistent or in conflict with Personnel or other Department policies. In this regard, the Department will strive to:
- 1) Provide facilities and services of park personnel (volunteers and paid staff) to assist with the sale of interpretive and educational materials and services provided by the Association;
 - 2) Provide space for Association sales materials and services in state park units;
 - 3) Work with Association to provide a venue and support for special events and programs;

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- 4) Work with Association to produce interpretive items and services for the public (per section 5. Sales); and
- 5) Support Association fundraising activities consistent with the Department's Donor and Sponsorship Recognition Guidelines.

Department warrants that the roles set forth in this Agreement are consistent with its enabling legislation and Department Operations Manual, Chapter 0900, Interpretation and Education.

5. Fundraising

Soliciting funds or gifts from potential donors shall be conducted by the Association. The Department's primary role is to add legitimacy and validity to the fundraising and other activities of the Association. Department personnel will not be required to ask potential donors for gifts to benefit either the Association or the Department.

6. SALES

A. Location

Cooperating association sales generally occur at a visitor center, entrance station, museum or other visitor information facility.

B. Materials and Services

All materials and services created or purchased pursuant to this Agreement that are sold or given away, posted on a website or otherwise distributed to the general public shall be approved of in writing by the Department. The Department reserves the right to determine and control the nature and type of materials, service, and activities which may be furnished by the Association, or directly or indirectly associated with the Department.

1) Inappropriate Merchandise

Inappropriate merchandise will not be sold or distributed in state parks.

Inappropriate merchandise includes those items that meet one or more of the following criteria:

- a. Original artifacts and other historical, archaeological or paleontological specimens (replicas of such items must clearly be marked as replicas);
- b. Items that imply or perpetuate inaccurate information or stereotypes;
- c. Items that violate State, Federal or international laws in their production, manufacture, or sales;
- d. Items that violate a cultural or natural resource preservation mandate or conservation ethic;

EXHIBIT A, Attachment 1

- e. Items that violate Department resource protection policies and guidelines;
or
 - f. Items that violate terms of an existing concession contract.
- 2) Non-Interpretive and Non-Educational Sales
- a) The Department may authorize the Association to sell non-interpretive and non-educational materials and services if the Department is unable to obtain, through a good faith effort, a concessionaire to provide such materials and services.
 - b) The Department will document the good faith effort prior to authorizing a cooperating association to engage in such activities. The Department will use the Good Faith Effort process as described in Exhibit C, PRC 513 Implementation Guidelines available at [implementation guidelines](#).
 - c) The Association is not by this Agreement granted the right to sell items the sale of which would infringe on a concession contract between the Department and a third party.
- C. The Association may request of the Department that any concession contract(s) at the park exclude/include specific items currently being distributed by the Association, and, within its sole discretion, the Department will consider including such conditions in existing or pending contracts.
- D. Payment Card Industry (PCI) Standard Compliance
- Secure credit card transactions and minimizing identify theft opportunities and fraud are necessary to ensure a quality park experience. Preventing unauthorized people from gaining access to paper and electronic credit card and personal information is critical. Association agrees to ensure that all payments received via payment cards (such as credit cards, debit cards, and electronic fund transfer mechanisms) will be PCI compliant as specified by the PCI Security Standards Council.
- E. Lead Content Safety Standards
1. The Association and the Department both acknowledge that the safety of children is of paramount concern. Both parties further acknowledge growing safety concerns and consumer product recalls of lead and cadmium-contaminated items. The Association specifically understands that it must comply with Federal and California safety standards that limit the amount of lead, cadmium and other dangerous substances in jewelry and children's toys.

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2. Lead standards are contained in, but not limited to:
 - Title 16, Code of Federal Regulations, Part 1303 et seq, commencing at Section 1303.1, regarding Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint.
 - Health and Safety Code §§ 25214.1-25214.4.2, Health and Safety Code §§ 108550 et seq.; Health and Safety Code, Division 20, Chapter 6.5, Article 10.1.1, commencing at Section 25214.1, regarding Lead-Containing Jewelry, and
 - Health and Safety Code, Division 104, Part 3, Chapter 5, Article 2, commencing at Section 108550, regarding Toy Safety.
 3. The Association will ensure that each toy or sales item for children is pre-certified as safe for children in that it does not contain more than the legally allowed lead content as stated in Health and Safety Code § 108555 and Section 1500.17 of Title 16 of the Code of Federal Regulations.
 4. All jewelry, whether made for adults or children, must comply with California's Lead-Containing Jewelry Law, and all children's jewelry must be pre-certified as safe according to the Lead-Containing Jewelry Law.
 5. Certification must be provided to the Department prior to the sale of any merchandise.
 6. At any time, the Department may conduct, or direct the Association to conduct, random testing of the Association's sales items for children at the Association's expense to ensure that such products comply with the above-stated laws.
 7. Failure to comply with the above-stated laws shall be deemed a breach of contract and the Department may immediately terminate this contract.
- F. Department of Food and Agricultural Standards
Agricultural or commodity sales items must comply with California Department of Food and Agricultural, Division of Measurement Standards available at <http://www.cdfa.ca.gov>. These standards include:
1. Identity of product (example: "organic dried herbs")
 2. Responsible party (example: "Smith Herb Company, Anywhere, CA")
 3. Quantity of product (example: "not less than 1 ounce")

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G. Publications Approval

Prior to the Association's creation of any publications or media subject to the license (granted in Exhibit F), the Department shall approve in writing any such material that is to be given, sold, or distributed to the public where the use of the Department name or logo implies a direct link with the Department or the State of California.

H. ADA Compliance

The Association and the Department acknowledge that the Americans with Disabilities Act of 1990 (ADA) requires that publications be accessible to people with disabilities. Therefore, the Department and the Association must ensure that its communications are accessible to and usable by all persons, including those with disabilities. For this reason, all new or reprinted Department or Association publications for the public shall meet the guidelines specified in Department Notice 2007-04 and any subsequent updates of Department Accessibility policy.

I. In-Park Sales

- 1) Within operational constraints, the Department shall provide sales areas and employees or volunteers to sell such items to the visiting public. With Department approval the Association may also provide their own employees or volunteers to assist with sales of goods and services. All sales revenues received shall be returned to the Association. Such revenues shall be used to further the interpretive and educational program of the Department.
- 2) Sales Displays and Activities: The Association and the Department both agree that all sales items authorized pursuant to this Agreement shall be displayed in keeping with the general design and decor of the park. The Association shall assist the Department in removal of any sales items, artwork, displays, or other objects and/or in the cancellation of any activities judged by the Department to be inappropriate for presentation to the public.

J. Offsite Sales

At locations away from state park units including, without limitation, through catalogs and internet sites, the Association may only sell or provide merchandise and services that have been approved of in writing by the Department. These materials shall support the Department's interpretive and educational activities and programs. Any revenue generated shall be used to further the educational and interpretive program of the Department.

EXHIBIT A, Attachment 1

7. FUNDING PROJECTS

A. Agreement Projects

The Association may elect, at its discretion and with the approval of the Department, to make direct purchases of and to donate certain goods, services, and materials consistent with this Agreement. The Department may accept such goods, services and other donations-in-kind from the Association, or as arranged by the Association, consistent with Public Resources Code 5009.1(b), and the policies of the Department.

B. Non-Agreement Projects (including public works)

In all other cases, at such time as the Association determines that funds, goods or services are available to proceed with approved projects that are to be carried out by the Department, including without limitation public works projects as defined in the Public Contract Code, the Association will forward such funds by whatever commercially reasonable means that are acceptable to the Department, who shall cause the funds to be deposited into the State Park Contingent Fund or a reimbursable fund in an account established for current or future state park units. As provided by Public Resources Codes 5009 and 5009.1, all funds so deposited shall only be spent in accordance with the conditions for expenditure as agreed upon.

8. PROPERTY USE

A. Facility Lease Agreement

The Department may, by separate lease agreement, provide the Association with facilities for administrative space to be used or occupied by the Association for the purpose of carrying out the terms of this Agreement.

B. Museum Collections and Museum Objects

1. Museum collections and museum objects on state park property shall be maintained in accordance with the Department's Museum Collections Handbook and the Museum Collections chapter of the Department Operations Manual, Chapter 2000.
2. Association will not collect museum objects in competition with the Department and will not be a long term (more than 6 months) repository for museum objects. Association shall refer donors to the CAL and/or designated Collection Manager for that area. The

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Association will have collections policies and procedures in place prior to acquisition of artifacts or natural history specimens.

3. Museum collections and museum objects donated to the Department shall be documented via a Deed of Gift form (DPR 925) and may be stored or displayed on Department property.
4. Associations shall not store or display museum collections and museum objects on park property or in Department facilities without specific permission from the Department as evidenced by a written Loan Agreement form (DPR 926).
5. If museum objects and interpretive program aids are acquired by the Association, they will not be sold without offering first right of refusal to the Department.

C. Equipment, Interpretive Program Aids and Other Items

Association shall not own, maintain or store equipment or other items on Department property or in Department facilities without specific approval from the Department. Approval for Association-owned equipment or items kept on Department property or in Department facilities to be used by Department employees, volunteers or visitors must be documented via a Gift or Loan of Personal Property (DPR 922).

9. DONOR RECOGNITION

Department decisions concerning approval of donor recognition on state property will be consistent with the Donor and Sponsorship Recognition Guidelines available at http://www.parks.ca.gov/?page_id=25529. The Association will not award recognition to potential donors that are inconsistent with these Guidelines.

End of Exhibit A, Scope of Work Attachment 1

Exhibit D**1. REVENUE, REPORTS, RECORDS AND ACCOUNTS****A. Revenue**

All sales revenue, donations, gifts, or other funds received by the Association, less reasonable administrative expenses incurred in connection with the Association's activities pursuant to this Agreement, shall be conclusively presumed to be for the educational and interpretive benefit of the Department, and shall be administered and expended consistent with the terms of this Agreement. The only exception to this presumption shall be in the event that a donor states in writing that the identified gift is not intended to be for the benefit of the Department or is restricted with regard to the Department by conditions specified in writing by the donor at the time the gift was donated. These donor-advised gifts shall be accounted for separately and may be expended or transferred in accordance with the Association's Articles of Incorporation and By-laws, California law, and the conditions attached by the donor.

Revenue derived from the Association's activities undertaken in the name of the Department and/or pursuant to the terms of this Agreement shall be accounted for separately from Department revenues. All Association revenue in excess of reasonable administrative and other expenses associated with raising the revenues shall be held in trust by the Association for the benefit of the Department in accordance with the purposes of this Agreement and consistent with the fiduciary relationship between the Association, contributors and the Department. The Association shall maintain separate, accurate and complete records and accounts regarding fund-raising and other charitable activities, donations, grants and other funds earned, and the manufacture and sale of goods in accordance with this Agreement.

B. Financial Records

All financial records shall be kept in accordance with generally accepted accounting principles and in accordance with state and federal law. The Association agrees to maintain any additional reports of operations pertaining to the Department that may, from time to time, be reasonably requested by the Department for a period of not less than three years plus the current year.

The Association shall keep separate records for the sales of interpretive and educational materials and services; non-interpretive, non-educational materials and services; and firewood.

Exhibit D

C. Financial Procedure Inspections

Financial records for the Association shall be available for inspection by the Department at any reasonable time. The Department may, on reasonable notice, review the internal controls of Association business operations, and evaluate the benefits occurring to the Department.

D. Contract Audit

The Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Association agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Association further agrees to maintain such records for a period of three (3) years, plus the current year, after termination of this Agreement.

E. Expenditure Report of Association/Donor Gifts

The Department agrees to provide a financial report to the Association upon request reflecting the expenditure or use of contingent funds, gifts, gifts-in-kind, and donations from the Association or its donors used by the Department pursuant to this Agreement or any other agreement made in furtherance of this Agreement. The information in this report may be shared with the Association's donors. The Department agrees to provide the Association with any relevant information requested, including such books, records, receipts, accounts, and other material that may be relevant to the Association's request.

2. ANNUAL REPORT

A. The Association shall annually furnish to the Department:

- 1) A written report in the form of the current DPR 973, a copy of which is attached hereto as Exhibit E. The DPR 973 may be updated from time to time and provided to the Association by the Department.
- 2) IRS form 990 (or 990EZ and 990T), if required by Internal Revenue Service.
- 3) A copy of the year's independent financial analysis (if required in accordance with paragraph 3 herein).

Exhibit D**3. INDEPENDENT FINANCIAL ANALYSIS**

- A. If the Association has annual gross revenues of \$2,000,000 or more, the Association must prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant in conformity with generally accepted auditing standards. For any non-audit services performed by the firm conducting the audit, the firm and its individual auditors shall adhere to the standards for auditor independence set forth in the latest revision of the Government Auditing Standards, issued by the Comptroller General of the United States (the Yellow Book). The Association is responsible for obtaining this audit.
- B. If the Association has annual gross revenues of more than \$500,000 and less than \$2,000,000, an annual independent financial statement review is required. The Association is responsible for obtaining this review.
- C. If the Association has annual gross revenues of more than \$100,000 and less than \$500,000, an annual independent financial statement compilation is required. The Association is responsible for obtaining this compilation.
- D. Copies of all independent financial analyses required herein shall be provided to the Department as completed, but not later than the submission of the Cooperating Association Annual Report.

4. TITLE

All improvements, alterations, and restored facilities constructed under this Agreement shall become the property of the Department, and the Department shall not be responsible for the cost of such improvements, alterations, and restorations unless otherwise agreed to in writing. Title to all improvements shall vest in the Department immediately on their becoming affixed to the Department's real property.

5. POSSESSORY INTEREST

It is not the intention of the parties to this Agreement to create any possessory interest or tenure by the Association in any property of the Department; however, this Agreement may create or cause to be created a possessory interest in public land within the meaning of Revenue and Taxation Code Section 107.6. In the event such possessory interest is created, the Association may be subject to the payment of property taxes levied on such possessory interest. The Association hereby

Exhibit D

agrees to pay any such property taxes levied. The Association agrees to pay the above and all other lawful taxes, assessments, or charges which may at any time be levied by the state, county, city, or any tax or assessment levying body on any interest in this Agreement which the Association may have in or to the premises covered by the Agreement, as well as taxes and assessments on goods, merchandise, fixtures, appliances, equipment, and property owned by it in or around said premises

6. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Existing Intellectual Property Rights

Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials belonging to and/or associated with California State Parks shall be used, circulated or published without the express written consent of the Department. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in the Association any rights of ownership in such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of this Agreement.

- B. During the course of this relationship, the Association shall use the name . Any additional and/or different names may be used only upon written agreement of the Department.

C. Ownership of New Logos and Trademarks Developed During Agreement

Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement that in any way associate with, identify or implicate an affiliation with the Department and/or are funded by the Department shall be approved in writing by the Department, shall belong to the Department upon creation, subject to express written agreement otherwise, and shall continue in the Department's exclusive ownership upon termination of this Agreement.

D. Ownership to the Department of New Copyrights, Developed by Association for Department, Absent a Separate Written Agreement

Any copyrighted materials developed and created by the Association for the Department during the term of this Agreement shall, unless otherwise agreed to in writing, belong to the Department upon creation, and shall continue in Department's exclusive ownership upon termination of this Agreement.

Exhibit D

- E. Unless otherwise agreed to in writing, the Association intends and agrees to assign to the Department all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.
- F. The Department and the Association will work to develop intellectual property consistent with the Department's Intellectual Property policies (Department Operations Manual, Chapter 0900 Interpretation and Education).
- G. The Association agrees to cooperate with the Department and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

7. GRANT OF LICENSE

- A. The Department hereby grants Association, and Association hereby accepts a non-exclusive, non-assignable license to use the Department Logo (sometimes referred to as the "Trademark", created and owned by the Department, in accordance with the terms and conditions of the License which is attached hereto as Exhibit "F" and is incorporated herein by this reference. After signature by both the Association and the Department, this License shall authorize the use of the Trademark, and associated goodwill, in connection with this Agreement only, and consistent with the current Articles and By-laws of the Association.
- B. A record of each authorized Association use of the Trademark shall be maintained by the Cooperating Association Liaison or other official Department representative.
- C. The Association and the Department will use the Department name and brand consistent with the Department's Brand Standards Handbook available at [Brand Standards Handbook January2007](#).

8. INTEGRATION

This Agreement and any incorporated addenda constitute the entire agreement between the parties, and supersedes any and all prior oral or written agreements or understandings between them. No representations, warranties, or inducements expressed or implied have been made by either party to the other, except as set forth herein.

Exhibit D**9. WAIVER**

Waiver of a breach of this Agreement by either party shall not be construed as a waiver of any subsequent breach of the same or any other provision.

10. TERMINATION OF CONTRACT – FOR CAUSE OR WITHOUT CAUSE

A. This Agreement shall terminate in the event the Association should lose its non-profit status or is dissolved voluntarily or involuntarily pursuant to State law. Further, any amendment of the Association's Articles of Incorporation and/or By-laws affecting the Department's beneficiary status, without the written consent of the Department, shall be cause for termination of this Agreement.

B. Department

- 1) Termination Without Cause: The Department reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Association.
- 2) Termination For Cause: If the Department determines that the Association has failed to meet the requirements of this Agreement, and provided such failure is not cured within thirty (30) days after written notice from the Department to the Association specifying the problem, the Department may terminate the Agreement for cause by giving the Association ninety (90) days notice that the Agreement will terminate. The Association shall terminate all activities authorized by this Agreement within ninety (90) days of receipt of the written notice of termination from the Department, except that the Association's obligations in Exhibit D, Section 9D of this Agreement shall survive the termination of the Agreement.

C. Association

- 1) Termination Without Cause: The Association reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Department.
- 2) Termination For Cause: If the Association determines that the Department has failed to meet the requirements of this Agreement, and provided such failure is not cured within thirty (30) days after written notice from the Association to the

Exhibit D

Department specifying the problem, the Association may terminate the Agreement and cease all activities authorized by this Agreement after giving the Department ninety (90) days written notice that this Agreement will be terminated, provided, however, that the Association's obligations under Exhibit D, Section 9D of this Agreement shall survive the termination of the Agreement.

D. Accounting/Distribution of Assets:

- 1) In the event that this Agreement is terminated either as indicated in 9 A, B, or C. or as a result of the dissolution of the Association, within thirty (30) days of termination of this Agreement, the Association shall provide the Department with an accounting of all funds and other assets on hand that were derived from Association activities performed under this Agreement, including those derived from activities in the name of and for the benefit of the Department. As soon as practicable after the termination, the Association shall pay any outstanding debt or financial obligations incurred in the implementation of this Agreement, and the remaining funds, bank or other accounts and assets shall be immediately transferred to the Department for deposit in the appropriate account for use in the interpretive or educational programs of the state park system unit or units that the terminated Association had been designated to serve, provided, however, that donor-advised gifts shall be handled in accordance with the written conditions attached to any particular gift. Such conditions shall be made clear to the Department in connection with the accounting provided for herein. The Department reserves the right to decline to accept a donor-advised gift.
- 2) At the Department's sole discretion, the funds that would be transferred to the Department pursuant to Paragraph 1 of this section may be transferred, directly or through Department, to another non-profit corporation of the Department's choosing for use in the interpretive or educational programs of the state park system unit or units that the terminated Association had been designated to serve. The foregoing shall be accomplished consistent with California Corporations Code §§6510 et seq.
- 3) On termination of this Agreement or dissolution of the Association, the Association shall assign or otherwise lawfully transfer to the Department, or a non-profit entity designated by the Department, any contractual rights it may have with third parties to receive donated funds, goods or services for the benefit of the Department. The Association agrees to execute any documents necessary to give full effect to such assignments or other transfers of such obligations or rights.

Exhibit D

E. Survival of Obligations:

The indemnification obligations of each party shall survive termination of this Agreement. The Association will be obligated to comply with Exhibit C hereto, paragraph 5, Indemnification, obligations to permit an audit of records and operations. Additionally per this Exhibit D, the Association shall, provide a final accounting upon termination, and distribute assets. The Department will be obligated to provide reports, and any obligations to deliver funds, goods or services.

11. CONTRACT APPROVAL

The Association's operations in the California State Park System are dependent upon execution of this Agreement by the Director of the Department and approval by the Department of General Services pursuant to Sections 513, 5009, 5009.1-5009.3 and other sections of the California Public Resources Code as well as Sections 10335 et seq. and 19130(b) of the Public Contract Code.

12. INSURANCE REQUIREMENTS



Insurance
Requirements.xls

Open Excel file to view Insurance Requirements

Exhibit D**13. LOANS AND DEBTS**

The Association shall not assume any loans or incur any debt related to real property, buildings or appurtenances related thereto, which is, or may become, property of the Department pursuant to this Agreement or any personal property which is, or may become, the property of the Department pursuant to this Agreement without first having obtained approval of the Department.

14. DISABILITIES ACCESS LAWS

Consistent with the Contractor Certification Clauses referenced in the General Terms and Conditions relating to the Americans with Disabilities Act and without limiting Association's responsibility under this Agreement for compliance with all laws, and with regard to all operations and activities that are the responsibility of Association under this Agreement, Association shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 ["ADA"] (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)), the Rehabilitation Act of 1973, Government Code §§ 4450, et seq., and 7250, et seq. and all related regulations, guidelines, and amendments to both laws. The Association is not responsible for State-owned facilities that are not ADA-compliant.

15. FORCED, CONVICT, AND INDENTURED LABOR

No foreign-made equipment, materials, or supplies furnished to the Department pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor.

16. PARAGRAPH TITLES

The paragraph titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

17. NO PARTNERSHIP OR AGENCY CREATED

Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures, nor shall any similar relationship be deemed to exist between them. Further, nothing in this Agreement shall make one party the agent of the other, and neither party has power or authority to bind the other.

End of Exhibit D

Exhibit E

Page 1 of 1

Cooperating Associations Program Annual Report



(Do not fill out the DPR 973. It is only inserted as an example and reference.)

Exhibit F

Page 1 of 3

LICENSED TRADEMARKSLogo License (2
pages) 12-10-09.xls

Open Excel file to view license
Exhibit "F" Attachment "1"

**License/Permission for Use of Trademarks****Logo Use by External Entities**

Use of the logo is restricted to Department publications and activities, unless the Department allows otherwise. Use of the logo by external entities must not be allowed unless any association created through use of the logo is consistent with promoting the goodwill of the Department and the Department's goals. Logo use by external entities must be documented with specific licensing language, signed by both parties, either as part of a contract or as a stand-alone licensing agreement. When the Department allows the logo to be used by an external entity on material not copyrighted to the Department, the following policies apply:

- A written license agreement must be executed by the Department and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing agreement (e.g., a cooperating association contract, concession contract, or donor agreement) or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the Department.
- The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or violates applicable law.
- The logo may not be used in a manner that is determined by the Department in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- For each specific use of the logo (except in the cases of use by cooperating associations and concessionaires), advance approval must be obtained from the Chief of the Interpretation and Education Division.

Exhibit F

Visual Display of the Logo

Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

Registration Symbol

- Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

Logo Components

- Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

Colors

- It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown (outline). The yellow background is a gradation of PMS 123. No other colors may be used in the full-color version of the logo.

| | | |
|----------------|------------------------------|-------------------------|
| PMS 123-Yellow | CMYK: C-0, M-21, Y-88, K-0 | RGB: R-253, G-200, B-47 |
| PMS 281-Blue | CMYK: C-100, M-85, Y-5, K-20 | RGB: R-0, G-38, B-100 |
| PMS 364-Green | CMYK: C-73, M-9, Y-94, K-39 | RGB: R-66, G-119, B-48 |
| PMS 490-Brown | CMYK: C-29, M-85, Y-54, K-72 | RGB: R-91, G-43, B-47 |
| PMS 4715-Brown | CMYK: C-13, M-47, Y-43, K-38 | RGB: R-150, G-109, B-91 |

- Do not convert the full-color logo to grayscale. Instead use the black-and-white version of the logo.
- Do not copy the full-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.
- The logo, in both full-color and black-and-white, may be used on colored paper and fabric.
- When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
- When embroidering the logo or screening it onto fabric, use the full-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

Appearance

- The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
- Do not tilt, skew, or distort the logo.
- In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.
- Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
- Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

Exhibit F

Placement

- Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.
- To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:
 1. The space must be the height of the letter "I" in the word "CALIFORNIA" in the logo.
 2. The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.

End of Exhibit F Attachment "1"

District Recommendation and DGS Exemption Certification

District Recommendation

STATE OF CALIFORNIA

Department of Parks and Recreation

I recommend this Agreement for the Director's approval and signature.

BY:

TITLE: District Superintendent
California Department of Parks and Recreation

DATE: _____

DGS Exemption Certification and Approval

Interpretation and Education Division Certification

All DGS conditions for exemption have been complied with. This Agreement qualifies for exemption from the Department of General Services approval process.

or

Because the net value of this contract is more than \$50,000 annually and/or there are addenda to the standard approved Agreement language, this Agreement does NOT qualify for exemption and requires Department of General Services approval.

BY:

TITLE: Cooperating Associations Program Manager

DATE: _____

End of Cooperating Associations Program Contract

Mail completed contracts to the Cooperating Associations Program Manager, Interpretation and Education Division, Partnership Support Section, P. O. Box 942896, Sacramento, CA 94296-0001