COOPERATING ASSOCIATION CONTRACT INSTRUCTIONS

Note: To prepare all the components of a Cooperating Association Contract package:

1.) **Go to the DPR cooperating association website; http://www.parks.ca.gov/?page_id=22337.**
2.) **For detailed instructions, click on "Standard Contract Background and Instructions 2011"**
3.) **Download the files listed below and prepare a contract package per instructions.**
4.) **Send the completed documents and the contract to the Cooperating Associations Program Manager at 1416 Ninth Street, Room 1431, Sacramento, CA 95814.**

• Exhibit C, Contractor Certification Clauses Contractor Certification Clauses (CCCs) • Exhibit D, Insurance Requirements Insurance Requirements 2-11.pdf	• Exhibit E, Annual Report Exhibit E DPR 973 rev 2-11.pdf • Exhibit F, Licensed Trademarks Logo License 10-19-2010 Final.pdf

Please contact the Cooperating Associations Program Manager at wbreece@parks.ca.gov to receive a cooperating association agreement number before completing the Cooperating Association Standard Agreement.

DATA ENTRY SHEET FOR STD. AGREEMENT (Associations)

Enter the correct information into the next two tables below and it will automatically fill in the appropriate spots on the contract/agreement document.

CONTRACT INFORMATION	
Agreement Number: (Example: Z33-ER-444-777 Obtain from CA State Parks Interpretation Section)	
Association Name: (Example: California Fun Association)	
Date Agreement Term Ends: (Example: July 15, 2015)	
Name and Title of Person (Contractor) Signing: (Example: Mary Brills, Chair, Board of Directors)	
YEAR (CA Year of Law that Association formed): (Verbiage from contract: "The Association is a private, not-for-profit [IRS (501 (c) (3))] corporation formed under the laws of California in **2011** for the purpose of supporting interpretive…")	
State Park System Units served by the Association: (Example: Del Norte Redwoods State Park, Prairie Creek Redwoods State Park, and Humboldt Lagoon State Park.)	

CA STATE PARKS INFORMATION	ASSOCIATION INFORMATION
District/Park Unit:	Association Name:
Attention (CSP Coorperating Association Liaison (CAL)):	Attention:
Address:	Address:
Phone No.:	Phone No.:
Fax No:	Fax No:
e-mail: e-mail:	

Upon completion, Association must check to make sure all document information has been entered correctly and filled-into the contract document as intended.

PRINT

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Use the latest copy of this form. See instruction sheet for complete guidelines.	AGREEMENT NUMBER
	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 Agreement Is notice to commence Through _____

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

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	17 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:	
[X] Exhibit - D Special Terms and Conditions (Attached hereto as part of this Agreement)	9 pages
[ ] Exhibit - D* Special Terms and Conditions	
Exhibit E – Annual Report	1 pages
Exhibit F – Licensed Trademarks	5 pages

(i) 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 http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols

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

Kathleen J. Amann, Park Operations, Acting Deputy Director, Department of Parks and Rec.

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: 3/20/2015

Scope of Work
Exhibit A

The _____
(Association) agrees to a cooperative relationship with the California Department of Parks and Recreation (Department) to fund and support interpretation, education, operation and maintenance programs of state park units as described herein, consistent with Public Resources Code (PRC) Sections 513 and 5009.1-5009.3.

The Association is a private, not-for-profit [IRS (501 (c) (3)] corporation formed under the laws of California in _____ for the purpose of supporting the interpretation, education, operation and maintenance programs of the Department through raising and managing funds and financially assisting the Department. The Association warrants that upon execution of this contract, it will meet all the criteria for a Cooperating Association, as defined in PRC Section 513.

In its role as a Cooperating Association, the Association shall serve the following state park system units:

and any state parks units agreed to in the future, and approved by both the Association and the Department. The Association agrees that it will not enter into any contracts with any other agency that would conflict with the Association's obligations hereunder.

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).

For a detailed description of work to be performed and duties of all parties, see Attachment 1.

Exhibit A
Attachment 1

1. DEFINITIONS

The following terms are specific to this contract: (Further details on how the Department applies these definitions can be found in the Department's PRC 513 Implementation Guidelines, available at http://www.parks.ca.gov/default.asp?page_id=22338 or from the CAL):

A. " **Allocation**" is an Association expenditure of funds for the benefit of or given to the Department for projects, programs, or staffing pursuant to written agreement.

B. " **Approval**" means written approval either on paper or electronically. Department approval will be through the Department Cooperating Association Liaison (CAL) unless otherwise indicated.

C. " **Cooperating association**" means a corporation that meets all of the criteria in the definition of Cooperating Association contained in Public Resources Code Section 513.

D. " **Donation**" is a type of fundraising income to the association, the use of which may or may not be subject to restrictions by the donor. Donations are typically given to the association by willing donors and may either be solicited or unsolicited, restricted or general.

E. " **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.

F. " **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. Examples are fee-based tours, seminars and lectures.

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.

Exhibit A

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H. **"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 of such items by a cooperating association.

I. " **Fundraising**" means the organized activity or an instance of soliciting money, pledges, or gifts. Fundraising includes, but is not limited to, soliciting donations, grants, planned giving and other similar activities. Fundraising does not include sales.

J. " **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.

K. " **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, as defined in California Health and Safety Code section 25214.1.

L. **"Operations and Management Expenses**" are defined by the Internal Revenue Service (and currently listed as items in Form 990, Part IX, Column C) and distinguished from expenses incurred for the specific benefit of and attributable to the Department, and from allocations to the Department for programs, projects or staffing.

M. "**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 generally 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.

N. " **Revenue**" means gross receipts generated from sale of goods and services, fundraising and other sources of income.

O. " **Sales**" means the commercial activity of offering a product or service for a specific price. Sales normally occur at sites in parks, but could also be in other sites or via the internet.

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P. " **Toy**" is an article designed and made for the amusement of a child or for his or her use in play, as defined in California Health and Safety Code section 108550.

Q. " **Unit(s)"** is a general term to refer to land management classifications of California State Parks, such as State Park, State Reserve, State Wilderness, and State Recreation Area. These classifications are detailed in the Public Resources Code and the State Park and Recreation Commission policies.

2. ROLE OF THE COOPERATING ASSOCIATION

A. The Association agrees to maintain close liaison and consult regularly with the Department on all matters pertaining to activities authorized and/or required under this Agreement. The Association will invite the CAL to Association board of directors meetings and, as necessary, committee meetings.

B. The Association agrees to meet with the Department at least annually to coordinate with the Department on activities related to implementation of this Agreement and to review 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 for the benefit of the public in the following ways:

1. The Association may plan, organize and implement revenue generating activities and services to support the interpretive and educational activities of the Department, subject to the conditions contained herein.

2. The items developed by the Association for sponsorship, publication, purchase, distribution, sale or other Agreement purposes may include publications, maps, literature, illustrative materials, plans, designs, exhibits, media, and other educational and interpretive materials and services that increase visitor understanding and appreciation of State Park System values and purposes, subject to department approval and the conditions contained herein and in any applicable licenses.

3. The Association may levy user fees and charges for the Association's educational and interpretive materials and services or other items that enhance public understanding of and involvement in the park. The Association's fee schedules for educational and interpretive materials and services and other items that are provided pursuant to this Agreement shall be subject to the Department's review and approval.

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4. The Association may hold fundraising and other events in the state park units in the 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 all applicable laws and regulations.

5. The Association may engage in membership programs, sponsorship and/or endorsement activities, consistent with the terms of this Agreement, when such activities do not conflict with other Department commitments and prior written approval for the sponsorship or endorsement activity has been obtained from the Department.

6. With approval from the Department, the Association may support various projects, including environmental, conservation and historic restoration projects, and operation and maintenance programs.

7. 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.

8. Consistent with applicable laws and the provisions of this Agreement, the Association may fund the planning and design of additions and improvements to Department facilities, equipment and displays.

9. The Association may fund and support Department Volunteers in Parks Program.

10. 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 interpretation and education programs 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) available at http://www.parks.ca.gov/default.asp?page_id=22338 or from the CAL.

11. Association may assist in the establishment of similar cooperating associations in other units of the Department.

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12. Association may engage in other activities within state park units that the Department has approved in writing and that are consistent with the Association's by-laws and articles of incorporation.

13. The Association shall perform all of the above-described activities subject to the prior approval of the Department and in accordance with all applicable laws.

14. The Association will work with the Department to provide any necessary donor recognition, consistent with the Department's policies and its Donor and Sponsorship Recognition Guidelines, as may be amended, available http://www.parks.ca.gov/?page_id=22338

15. 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.

16. The Association will inform its volunteers that they are not employees or volunteers of the Department and shall not represent themselves as employees or volunteers of the Department while acting under the direction of the Association.

17. 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 policies and requirements, including this Agreement.

18. 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.

19. 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

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attention of the volunteer's, contractor's or employee's supervising authority (Association or Department) for appropriate action.

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

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

D. Potential Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between Department and any subcontractors, and no subcontract shall relieve the 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 obligation independent 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.

E. No Inconsistent Contracts

The Association agrees that it will not enter into any agreements with any other agencies or entities that are inconsistent with this contract.

3. ROLE OF THE DEPARTMENT

A. The Department will maintain close liaison and consult regularly with the Association on all matters pertaining to activities authorized and/or required under this Agreement.

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B. The Department will meet with the Association at least annually to coordinate with the Association on activities related to implementation of this Agreement and review compliance with terms, conditions and stipulations of this Agreement.

C. The Department may provide input on, collaborate with, and/or participate in, as it deems appropriate, the programs carried out by the Association in performance of this Agreement.

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 committee meetings as necessary;

2. Maintaining communications so 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 by the Association pursuant to the terms and conditions herein;

4. Granting or seeking necessary approvals required from the Department for Association activities;

5. Coordinating the services of Department personnel and provision of space, if available, for the sale of Association materials, services, or both, within a state park unit;

6. Reviewing Association's activities with regard to compliance with this Agreement;

7. Facilitating the Department's granting of a license to the Association to use the Department logo on Association publications and other materials. (See Exhibit D, Section 6 - Grant of License.)

E. Upon request by the Association, the Department will provide an accounting of Association Allocations, in accordance with Exhibit A, Attachment 1, Section 7-Department Expenditure Report of Association Allocations.

F. Upon request by the Association, the Department may, at its sole discretion, provide other assistance to the Association as needed for implementation of this

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Agreement, so long as it is consistent with Department policies and all applicable laws. In this regard, the Department will strive to:

1. Provide, at its discretion, services of park personnel (volunteers and paid staff) to assist with the sale of educational and interpretive materials and services provided by the Association within a state park unit;

2. Provide space for Association sales materials and services in state park units, if available;

3. Work with Association to provide a venue and support for special events and programs;

4. Work with Association to produce interpretive items and services for the public (per section 4. Sales); and

5. Support Association fundraising activities consistent with the Department's policies and Donor and Sponsorship Recognition Guidelines. Department personnel shall not be required to solicit potential donors for gifts.

G. The 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, available at http://www.parks.ca.gov/?page_id=25529.

4. SALES

A. Location

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

1. In-Park: The Department shall provide sales areas within state park units if available and may provide, at its discretion, employees or volunteers for the sale of cooperating association materials, service or both, within a state park unit. With Department approval, the Association may also provide their own employees or volunteers to assist with sales of goods and services.

2. Offsite: The Association may conduct off-site and internet sales with the approval of the Department.

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B. Approval

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

C. Standards

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 department may, at its sole discretion, require the Association to remove any sales items, artwork, displays, or other objects and/or cancel any activities judged by the Department to be inappropriate for presentation to the public at the state park or in association, either expressly or impliedly, with the Department.

1. Lead Content Safety Standards

    a. The Association and the Department both acknowledge that the safety of children is of paramount concern.

    b. 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.

    c. The safety standards with which the Association shall comply are contained in, but not limited to:

        i. 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.

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ii. Health and Safety Code §§ 25214.1-25214.4.2, Health and Safety Code §§ 108550 et seq.; Health and Safety Code, Division 20,

iii. Chapter 6.5, Article 10.1.1, commencing at Section 25214.1, regarding Lead-Containing Jewelry, and

iv. Health and Safety Code, Division 104, Part 3, Chapter 5, Article 2, commencing at Section 108550, regarding Toy Safety.

v. The Association shall 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.

vi. The Association shall ensure that all jewelry, whether made for adults or children, complies with California's Lead-Containing Jewelry Law, and all children's jewelry is pre-certified as safe according to the Lead-Containing Jewelry Law.

vii. The Association shall provide the required certifications to the Department prior to the sale of any merchandise.

viii. 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.

ix. Failure to comply with the above-stated laws shall be deemed a breach of this contract on the part of the Association and the Department may immediately terminate this contract.

2. Department of Food and Agricultural Standards

The Association shall ensure that agricultural or commodity sales items comply with all applicable laws, including standards and regulations of the California Department of Food and Agricultural, Division of Measurement Standards available at: http://www.cdfa.ca.gov/dms/programs/qc/QCFirewoodRegs.pdf.

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These standards include:

a. Identity of product (example: "organic dried herbs")

b. Responsible party (example: "Smith Herb Company, Anywhere, CA")

c. Quantity of product (example: "not less than 1 ounce")

D. Inappropriate Merchandise

Inappropriate merchandise will not be sold or distributed in state parks. Inappropriate merchandise includes, but is not limited to, those items that meet one or more of the following criteria:

1. Original artifacts and other historical, archaeological or paleontological specimens (replicas of such items must clearly be marked as replicas);

2. Items that imply or perpetuate inaccurate information or stereotypes;

3. Items that violate state, federal or international laws in their production, manufacture, or sales;

4. Items that violate a cultural or natural resource preservation mandate or conservation principles;

5. Items that violate Department resource protection policies and guidelines;

6. Items that violate terms of an existing concession contract.

E. Non-Interpretive and Non-Educational Sales

1. 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.

2. 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 of the Department's PRC 513 Implementation Guidelines, as may be amended, available at http://www.parks.ca.gov/default.asp?page_id=22338

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3. The Association is not by this Agreement granted the right to sell items that the sale of which would infringe on a concession contract between the Department and a third party.

F. Firewood

With Department approval, firewood may be sold through the Association if no concessionaires are in place to sell the wood.

G. Payment Card Industry Standard Compliance

Payment Card Industry (PCI) Standard Compliance Secure credit card transactions and minimizing identity theft opportunities and frauds 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.

5. ASSOCIATION ACCOUNTING

A. Standards

All financial records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). GAAP information is available through a variety of sources, including this link (The Department does not warrant the accuracy of the information provided through this link):
http://www.investopedia.com/terms/g/gaap.asp

The Association shall keep separate records that enable accurate annual reporting (Exhibit E).

B. Financial Records Practices

Revenue derived from the Association's activities undertaken in the name of the Department or raised on state park property and/or pursuant to the terms of this Agreement shall be accounted for separately from revenues raised for the benefit of other agencies or otherwise outside the scope of this Agreement. The Association shall maintain separate, accurate and complete records and accounts regarding fundraising and other charitable activities, donations, grants and other funds earned, and the manufacture and sale of goods in accordance with this Agreement.

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C. Revenu e

All revenue from sales and services, fundraising, or other sources received or raised by the Association, on state park property or by using the name of the Department, the Department logo or any other material licensed by the Department, less reasonable expenses incurred in connection with the Association's activities pursuant to this Agreement, shall be conclusively presumed to be for the interpretation, education, operation and maintenance programs of State Parks listed in Exhibit A, and shall be administered and expended consistent with the terms of this Agreement. All Association revenue for the benefit of state park units that is in excess of reasonable expenses shall be held in trust by the Association for the benefit of the Department and the state park units the Association is herein designated to serve, in accordance with the purposes of this Agreement and consistent with the fiduciary relationship between the Association, contributors and the Department.

1. Sales Revenue

Any revenue from sales and services that are offered outside the state park units in the name of the Department or using the Department logo or other materials licensed by the Department, shall be conclusively presumed to be only for the benefit of the interpretation and education programs of the state park system units that the Association is designated herein to serve.

2. Donor-Advised Gifts

The only exception to statement in the first paragraph of Section 5C (above) 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.

3. Fundrais ing Income

The Association may solicit funds or gifts from potential donors as provided above. Any donations resulting from solicitations made using the name of the Department, any Department logos or other material licensed by the Department shall be credited on the books of the Association for allocation to

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the Department to support the interpretation, education, operation and maintenance programs of the state park units the Association is designated to serve, or transferred to the Department in accordance with the terms and conditions of the donation. The Association shall inform the Department in writing of any terms and conditions associated with a potential donation. The Department shall have the right to refuse to accept a donation whose terms are unacceptable to the Department.

D. Allocation of Funds, Materials and Services

1. Project Funds

Upon Department request and at such time as the Association determines that funds are available, the Association shall allocate the available funds to the Department for 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 are acceptable to the Department. The Department will cause the funds to be deposited into the State Park Contingent Fund or a reimbursable fund in an account established for the intended state park units. All funds so deposited shall only be spent in accordance with the terms of the gift, bequest or donation, and conditions for expenditure agreed upon by the Association and the Department as applicable.

2. Goods, Services and Materials

The Association may, with the approval of the Department, make direct purchases of and donate certain goods, services, and materials to the Department consistent with this Agreement. The Department may accept such goods, services and other donations-in-kind from the Association, consistent with all applicable laws, including Public Resources Code sections 5005, 5009, 5009.1-5009.3, and the policies of the Department.

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6. DEPARTMENT REVIEW OF ASSOCIATION FINANCES

A. Financial Procedure Inspections

The Department may, on reasonable notice, review the internal controls of Association business operations and evaluate the benefits accruing to the Department.

B. Contract Audit

The Department or its delegatee shall have the right to review, obtain, and copy all Association records pertaining to performance of this Agreement. Association agrees to provide the Department or its delegatee with any relevant information and records requested. Association shall permit the Department or its delegatee access to its premises, upon reasonable notice and 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 Agreement. Association further agrees to maintain such records for a period of three (3) years, plus the current year, including after termination of this Agreement.

C. Financ ial Viability

When considering the amount of funds that are available for allocation to the Department, the Association may maintain reasonable reserve funds adequate to ensure its continued financial viability.

7. DEPARTMENT EXPENDITURE REPORT OF ASSOCIATION ALLOCATIONS

Upon request by the Association, the Department agrees to provide a financial report to the Association reflecting the Department's expenditure of funds from allocations received from the Association. This report will include, if applicable, the use of contingent funds, donations, gifts in kind and other Association allocations expended by the Department pursuant to this Agreement. This report may be shared with the Association's donors. The Department agrees to provide the Association with any relevant disclosable information requested, including such books, records, receipts, accounts, and other material that may be relevant to the Association's request.

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8. PUBLICATONS APPROVAL

Prior to the Association's creation of any publications or media subject to a license granted by the Department, the Association shall obtain Department approval in writing for 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 link between the Association and the Department or the State of California.

9. 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

Museum collections and museum objects on state park property shall be maintained in accordance with the Department's Museum Collections Handbook available at http://www.parks.ca.gov/?page_id=22491 and the Museum Collections chapter of the Department Operations Manual, Chapter 2000 available at http://www.parks.ca.gov/?page_id=22338.

Association shall not collect museum objects in competition with the Department and shall 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 Association will have collections policies and procedures in place prior to acquisition of artifacts or natural history specimens.

Museum collections and museum objects donated to the Department shall be documented via a Deed of Gift form (DPR 925).

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). If museum objects and interpretive program aids are acquired by the Association, the Association will not sell those without offering first right of refusal to the Department.

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Attachment 1

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).

10. DONOR RECOGNITION

The Department will work with the Association to provide appropriate recognition to donors and sponsors; provided, however, the final decisions concerning approval of donor recognition on state property will be at the sole discretion of the Department and consistent with the Department's policies and Donor and Sponsorship Recognition Guidelines, as may be amended, available at http://www.parks.ca.gov/default.asp?page_id=22338.
The Association will not award recognition to potential donors that are inconsistent with these policies and Guidelines.

End of Exhibit A – Attachment 1

Exhibit D

1. ANNUAL REPORT

The Association will provide transparent accounting with frequent reporting of all sales, income, expenses, and donations related to this Agreement.

The Association shall annually furnish to the Department:

A. A written report in the form of the current DPR 973, a copy of which is attached hereto as Exhibit E is due on May 31st for the prior full calendar year. The DPR 973 may be updated from time to time and provided to the Association by the Department.

B. IRS form 990 (or 990EZ and 990T), if required by Internal Revenue Service.

C. A copy of the year's independent financial analysis (if required in accordance with section 2 following).

2. INDEPENDENT FINANCIAL ANALYSIS

For this section only, the following accounting terms are defined:

A. Compilatio n

The process of an accountant or bookkeeper receiving information from the association management and compiling it into a standard financial report format. A compilation is normally part of annual reporting.

B. Review

CPA analysis of financial statement information. If a review is satisfactory, an auditor must be able to state an opinion that “no material modifications need to be made for the financial statements to be in conformity with the Generally Accepted Accounting Principles.”

Exhibit D

C. Audit

A comprehensive financial review and testing process performed by a CPA. Audits include everything in compilations and reviews, as well as requests to banks and other financial institutions to confirm cash balances, and an analysis of the organization's stated financial management policies as compared to daily procedures and processes. It may also include onsite observation of physical inventory, asking lenders to confirm loan balances, and tests of various accounting transactions. The auditor performs enough tests to be able to state an opinion that the financial statements are fairly stated.

1. 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 (GAAP) 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.

2. 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.

3. 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.

4. 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.

3. TITLE

All improvements, alterations, and restored facilities constructed on state park property 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 it agrees in writing. Title to all improvements shall vest in the Department immediately upon their becoming affixed to the Department's real property.

Exhibit D

4. 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 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 under 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 sold by it pursuant to this Agreement.

5. 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.

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.

B. 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.

Exhibit D

C. 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.

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. 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 and the Intellectual Property Handbook available at Intellectual Property Policy and Guidelines at http://www.parks.ca.gov/default.asp?page_id=25529).

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.

6. GRANT OF LICENSE

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.

A record of each authorized Association use of the Trademark shall be maintained by the Cooperating Association Liaison or other official Department representative.

The Association and the Department will use the Department name and brand consistent with the Department's Brand Standards Handbook available at http://isearch.parks.ca.gov/pages/321/files/BrandHandbookJanuary2007.pdf.

The Department name and brand will not be used on Association social media pages.

Exhibit D

7. INTEGRATION

This Agreement and any incorporated addenda constitute the entire agreement between the parties, and supersede 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.

8. 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.

9. TERMINATION OF CONTRACT – FOR CAUSE OR WITHOUT CAUSE

This Agreement shall terminate in the event the Association should lose its non-profit status or is dissolved voluntarily or involuntarily pursuant to 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.

A. DPR's Termination Rights

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 9 (C) herein shall survive the termination of the Agreement.

Exhibit D

B. Association's Termination Rights

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 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 9(C) of this Agreement shall survive the termination of the Agreement.

C. Accounting/Distribution of Assets

1. Termination of Agreement
   In the event that this Agreement is terminated for any reason, within sixty (60) days of termination of this Agreement, the Association shall provide the Department with an accounting of all funds and other assets that were derived from Association activities performed under this Agreement.

2. Transfer of Funds

   a. Timing

      No later than six months from the date of termination, the Association shall pay any outstanding debt or financial obligations incurred in the implementation of this Agreement. Association shall immediately transfer the remaining funds, donations, bank or other accounts and assets credited to and held in trust for the benefit of the Department under this Agreement to the Department for deposit in the appropriate account for use in the interpretation, education, operation or maintenance 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 or to accept a donor-advised gift.

Exhibit D

b. Destination

At the Department's sole discretion, the funds that would be transferred to the Department pursuant to Paragraph 2 of this section may be transferred, directly or through the Department, to another non-profit corporation of the Department's choosing for use in the interpretation, education, operation and maintenance 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.

c. Contractual Rights

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.

3. Survival of Obligations

The indemnification obligations of each party shall survive termination of this Agreement. Upon termination, the Association will remain obligated to comply

with Exhibit C hereto, paragraph 5, Indemnification, and 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 obligations in Exhibit D, Section 9(C) herein shall survive termination of this Agreement. The Department will provide any required reports under Exhibit A, Attachment 1, Section 7 Department Expenditure Report of Association Allocations.

10. CONTRACT APPROVAL

This contract is conditioned upon execution of this Agreement by the Director of the Department and approval by the Department of General Services.

Exhibit D

11. INSURANCE REQUIREMENTS

A. Instructions for Insurance Requirements:

a. Go to the Insurance Requirements file at the CA State Parks website at http://www.parks.ca.gov/?page_id=22337.

b. Download the Insurance Requirements file.

c. Fill out the “association name” and “contract number” on the top left corner.

d. Print out a hard copy.

e. Make three additional copies to insert with each copy of the contract.

12. 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 written approval of the Department.

13. AMERICAN WITH DISABILITIES ACT COMPLIANCE

A. Access to Facilities

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.

Exhibit D

B. Design of Publications

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 Association shall ensure that its public communications, including all new or reprinted publications, are accessible to and usable by all persons, including those with disabilities, consistent with all applicable laws and Department policies, including its Departmental Notice 2007-04 and any subsequent updates of Department accessibility policy. All Association publications shall require the written approval of the Department.

14. 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.

15. 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.

16. 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 Exhibit D

Exhibit E

Cooperating Associations Program Annual Report

Instructions for the Cooperating Associations Program Annual Report:

- Click http://www.parks.ca.gov/?page_id=22337 to download the Exhibit E, Annual Report file.
- Download the Exhibit E, Annual Report file from the above link.
- Complete the “association name” and “contract number” in the top left corner of the page.
- Print out a hard copy.
- Make three additional copies to insert with each copy of the contract.

End of Exhibit E

Exhibit F

LICENSED TRADEMARKS

Instructions for Exhibit F, License/Permission for Use of Trademarks:

- Click http://www.parks.ca.gov/?page_id=22337 to download the Exhibit F, License/Permission for Use of Trademarks.
- Download the Exhibit F, License/Permission for Use of Trademarks file from the above link.
- Complete the “association name” and “contract number” in the top left corner of the page.
- Complete other sections as applicable.
- Print out a hard copy.
- Make three additional copies to insert with each copy of the contract.

For a detailed description of License/Permission , see Exhibit F, Attachment 1**.**

Exhibit F

Attachment "1"

License/Permission for Use of Trademarks

1. License/Permission for Use of Trademarks

A. 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:

1. 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.

2. 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).

3. 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.

4. 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.

Exhibit F

5. 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.

6. 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.

B. 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.

C. 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).

D. Logo Components

1. 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.

2. 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.

Exhibit F

E. Colors

1. 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-BlueCMYK: 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

2. Do not convert the full-color logo to gray scale. Instead use the black-and-white version of the logo.

3. 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.

4. The logo, in both full-color and black-and-white, may be used on colored paper and fabric.

5. 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.

6. 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.

Exhibit F

F. Appearanc e

1. The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.

2. Do not tilt, skew, or distort the logo.

3. In order to maintain clarity, do not use the logo at a size smaller than 5/8” in diameter.

4. Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.

5. Do not download and use the logo from the Department’s web site. It is not suitable due to its low resolution.

G. Placement

1. Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.

2. 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:
    a. The space must be the height of the letter “I” in the word “CALIFORNIA” in the logo.

    b. 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 and required contract elements to the Cooperating Associations Program Manager, Interpretation and Education Division, Partnership Support Section, P. O. Box 942896, Sacramento, CA 94296-0001