Documentation Examples

Cooperating Associations Program
Standard Contract

This page replaces pages five - 1 thru five – 14. To obtain a copy of the current contract go to the DPR website at: http://www.parks.ca.gov/default.asp?page_id=22337.
or contact the Cooperating Associations Program Manager, California State Parks, P. O. Box 942896, Sacramento, CA 94296-0001, or via e-mail at jmott@parks.ca.gov, or call the Interpretation and Education Division at (916) 654-2249.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
FEE COLLECTION MEMORANDUM OF UNDERSTANDING (MOU)
[NAME OF DISTRICT]
[DATE FROM -- DATE TO]
LOCATED IN [NAME OF COUNTY]

THIS MOU is made and entered into this [DAY] day of [MONTH], [YEAR] by and between the STATE OF CALIFORNIA, acting through its State Department of Parks and Recreation, hereinafter referred to as "State", and the [NAME OF COOPERATING ASSOCIATION], hereinafter referred to as [ASSOCIATION].

WITNESSETH THAT:

WHEREAS, it is appropriate that the following MOU be entered into for the safety and convenience of the general public in the use and enjoyment of the State Park System;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. GRANT AND DESCRIPTION OF PREMISES: The state, pursuant to the authority of and in accordance with Section 5010.1 et seq., of the Public Resources Code of the State of California, and for and in consideration of the agreements hereinafter stated, grants to the [ASSOCIATION] for the purposes stated herein, the right, privilege, and duty to collect fees at any or all of the [DISTRICT] units.

This grant is subject to all valid and existing contracts, leases, licenses, encumbrances and claims of title which may affect said property, and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

2. TERM: The term of this MOU shall commence on [MM/DD/YY] and end on [MM/DD/YY], both dates inclusive. Should the [ASSOCIATION] continue services after the expiration of the term of this contract with the express or implied consent of the state, such holding-over shall be deemed to be a tenancy from month-to-month until contract is renewed or the [ASSOCIATION] is given 90-day advance notice of

termination of service.

3. COLLECTION: The [ASSOCIATION] shall pay to the state, without demand, 70% of the total amount of revenue collected. Service to be provided by the [ASSOCIATION] to the state may consist of opening and closing of kiosks, collection of fees, and housekeeping as needed, under the direction of the state.

The [ASSOCIATION] shall keep separate true and accurate books and records showing all collection transactions under this MOU in a manner acceptable to the state, and the state shall have the right through its representative and at all reasonable times to examine such books and records, including all tax return records; and the [ASSOCIATION] hereby agrees that all such records and books are available to the state, as is included in the contract between the state and the [ASSOCIATION].

The [ASSOCIATION] will submit to the state, no later than forty-five (45) days after the end of the calendar year, a verified profit and loss statement. Said statement shall contain an appropriated certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the state.

In the event this MOU is terminated, a profit and loss statement for the period of operation not previously reported, prepared in the manner stated above, shall be submitted by the [ASSOCIATION] to the state within forty-five (45) days after the MOU is terminated.

The [ASSOCIATION] will use a system acceptable to the State of California's Department of Parks and Recreation for entry fee collections.

4. USE OF PREMISES: The subject premises shall be used by the [ASSOCIATION] for collection of standard state park fees.

These services shall be provided during periods when collection services would be deemed necessary for effective operation of park units to be determined by the state. The [ASSOCIATION] may remain open on other dates, at other hours, at [ASSOCIATION] discretion, with the concurrence of the district superintendent or authorized representative. In the event of adverse weather or operating conditions, the district superintendent or his/her authorized representative may permit the [ASSOCIATION] to close collection points at any time during the term of this MOU.

The [ASSOCIATION] shall be required to provide the following:

1. Collections of all standard state park fees including but not limited to day use, annual day use fees, senior day use discount, regular camping, senior camping, and extra vehicle camping fees. The total revenue from the sales of Golden Bear Passes shall be deposited with the state.

2. Uniforms for each [ASSOCIATION] employee shall be the standard seasonal class field uniform as worn in the [DISTRICT], minus state park patches, with an [ASSOCIATION] patch to be affixed on the left shoulder. Uniforms or uniform replacement will not be provided by the state or the [ASSOCIATION].

3. Necessary contact station keys shall be issued by the [DISTRICT]. All keys to be returned to the district by the [ASSOCIATION] within 48 hours from the expiration of this MOU.

The [ASSOCIATION] shall not use or permit the subject premises to be used in whole or in part during the term of this MOU for any other purpose, other than as herein set forth, without the prior written consent of the state.

The [ASSOCIATION] employees will be under the general supervision of the director of the [ASSOCIATION] or the chairperson of the [ASSOCIATION]. However, [DISTRICT] supervisory staff may, under the direction of the district superintendent, and with concurrence of the [ASSOCIATION], direct the operation of the [ASSOCIATION] collection tasks.

4. HIRING, TERMINATION OF EMPLOYEES: The state has the option of participating in all hiring and terminating procedures dealing with these employees.

5. BREACH OF MOU: This MOU is made on the condition that if the fees or other sums which the [ASSOCIATION] herein agrees to pay or any part thereof shall be unpaid on the date on which the same shall become due, of if breach be made in any of the terms, agreements, conditions, or covenants herein contained on the part of the [ASSOCIATION], or should the [ASSOCIATION] become insolvent or bankrupt either voluntarily or involuntarily, and in such event at the option of the state, this MOU shall cease and terminate. The [ASSOCIATION] shall vacate the premises within 90 days after the MOU is terminated.

6. MAINTENANCE BY [ASSOCIATION]: The [ASSOCIATION] will keep all grounds, yards, and lands included in said premises free from rubbish and other unsanitary matter. The [ASSOCIATION] shall make no alterations or changes in improvements without approval of the state other than to maintain the same.

The [ASSOCIATION] will comply with the district superintendent's instructions as to location of all vehicles, etc., and will cooperate fully with the state in its efforts to improve the appearance and interpretation of the park unit, as related to the premises described herein.

7. SIGNS, ADVERTISING, AND APPROVAL OF NAME: No signs, names, placards, or advertising matter shall be inscribed, painted, or affixed on said premises without permission of the district superintendent or his/her authorized representative.

Notwithstanding any of the above breach of MOU provisions, should the [ASSOCIATION] create or allow to be created a nuisance on the premises described herein, the state, at its discretion, may immediately declare this MOU and all rights therein terminated, after notification and a hearing held on the matter when requested by the [ASSOCIATION].

8. MODIFICATION OF MOU: Notwithstanding any of the provisions of this MOU, the parties may hereafter by mutual consent, agree to modifications thereof, additions thereto, or termination thereof, in writing, which are not forbidden by law. The state shall have the right to grant reasonable extensions of time to the [ASSOCIATION] for any purpose for the performance of any obligation of the [ASSOCIATION] hereunder.

9. ASSIGNMENTS: No transfer or assignment by the [ASSOCIATION] that affects this MOU or of any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer of assignment is first consented to in writing by the state.

10. DURATION OF PUBLIC FACILITIES: By entering into this MOU, the state makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at these units, or the continuation of state ownership thereof, nor does the state make any guarantee regarding the tentative projections in any prospectus furnished to the [ASSOCIATION] at any time.

11. PHOTOGRAPH: The state may grant permits to persons or corporations engaged in production of still and motion pictures and related activities, for the use of said premises for such purposes, when such permission shall not interfere with the primary business of the [ASSOCIATION].

12. NONDISCRIMINATION: The [ASSOCIATION] and the [ASSOCIATION]'s employees shall not discriminate because of race, religion, color, ancestry, sex, sexual orientation, age, national origin, or physical disability against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall the [ASSOCIATION] or the [ASSOCIATION]'s employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect on or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, sexual orientation, age, national origin, or physical disability.

In performance of this MOU, the [ASSOCIATION] will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, sexual orientation, or physical disability. The [ASSOCIATION] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry sex, age, national origin, sexual orientation, or physical disability.

13. PARAGRAPH TITLES: The paragraph titles in this MOU 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 MOU, or in any way affect this MOU.

14. EMPLOYEE TRAINING: All [ASSOCIATION] employees are to receive an orientation on the State Park System, the park unit in which the collection operation is located, and the local points of interest which will be sufficient to permit such employees to reply adequately to inquiries form the visiting public. The employee orientation program is subject to approval of the district superintendent.

15. STATE'S DISTRICT SUPERINTENDENT: For purposes of this MOU, the "district superintendent" is the state representative in direct charge of the [DISTRICT], and other units of the State Park System, as may be assigned. The district superintendent or designee is charged with day-to-day administration of this MOU, and is the [ASSOCIATION]'s initial contact with the state for information, MOU performance, and

other problems that might arise.

16. AGREEMENT IN WRITING: This MOU contains and includes the entire agreement between the parties hereto, and neither it nor any part of it may be changed, altered, modified, limited, or extended orally, or by any agreement between the parties unless such agreement is expressed in writing, signed, and acknowledged by the state and the [ASSOCIATION], or their successors in interest. For cooperating associations, the MOU becomes an amendment to the contract.

17. TERMINATION: This MOU may be terminated by the [ASSOCIATION], with consent of the state, upon 90 days notice. The state may terminate this MOU at any time upon 90 days notice with or without consent of the [ASSOCIATION].

18. NOTICES

Any notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

ASSOCIATION

BY:

TITLE:

DATE:

ADDRESS:

STATE

BY:

TITLE:

DATE:

State of California
Department of Parks and Recreation
P.O. Box 942896
Sacramento, CA 94296-0001

ARTICLES OF INCORPORATION (SAMPLE)

I

The name of this corporation is _____.

II

A. This corporation is a nonprofit public benefit corporation, and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The primary purpose for which this corporation is formed is to promote educational and interpretive activities of the California State Park System, principally in the _____ County area, support of scientific investigations and studies relating to this area, and presentation of these subjects to the public.

III

The name and address of this corporation's initial agent for the service of process is _____.

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in the furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (2) by

a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding provision of any future United States internal revenue law.

V

A. No substantial part of the activities of this corporation shall consist of carrying on lobbying or propaganda or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office, except as provided in Section 501(h) of the Internal Revenue Code of 1986.

B. The property of this corporation is irrevocably dedicated to charitable purposes, and no part of the net earnings or assets of this corporation shall ever inure to the benefit of any of its directors, trustees, officers, private shareholders, or members thereof, or to the benefit of any private person.

C. On the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, or corresponding provision of any future United States Internal Revenue Code.

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

BY:

TITLE:

DATE:

ADDRESS:

(SAMPLE) BYLAWS *(1992)*

OF

[NAME OF ASSOCIATION]

A CALIFORNIA PUBLIC BENEFIT CORPORATION

ARTICLE I. OFFICES

Section 1. The corporation's principal office is fixed and located at _____.

The Board of Directors (herein called the "board") is granted full power and authority to change said principal office from one location to another. Any such change shall be noted in the bylaws opposite this section, or this section may be amended to state the new location.

ARTICLE II. OBJECTIVES

Section 1. The objectives of this corporation are: (1) to promote the educational and interpretive activities of the State Park System, principally in the District; (2) to produce and make available to park visitors, by sale or free distribution, suitable interpretive and educational literature and materials, including books, maps, pamphlets, visuals, and recordings; (3) to acquire and display materials or objects pertaining to the cultural history or natural history of the area for the purpose of adding them to the interpretive collections of the State Park System; (4) to develop and maintain a suitable park library for the _____ District; (5) to assist in development and improvement of interpretive facilities; (6) to assist financially and otherwise in the establishment and operation of similar cooperating associations in other areas of the State Park System; and (7) to give all possible aid to the State of California in conserving, developing, and interpreting the areas of the State Park System for the benefit of the public.

ARTICLE III. MEMBERSHIP

Section 1. Members. The corporation shall have no members. Any action which would otherwise require approval by a majority of all of the members or approval by the members shall require only approval by the board. All rights which would otherwise vest in members shall vest in the directors.

Section 2. Associates. Nothing in this article shall be construed as limiting the right of the corporation to refer to such persons associated with it as "members," even though such persons are not members, and no such reference shall constitute anyone a member, within the meaning of Section 5056 of the California Nonprofit Corporation Law. The corporation may confer by amendment of its articles, or of these bylaws, some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, on any person or persons who do not have the right to vote for the election of directors, or on a disposition of substantially all of the assets of the corporation, or on a merger or on a dissolution or on changes to the corporation's articles or bylaws, but no such person shall be a member within the meaning of said Section 5056.

ARTICLE IV. DIRECTORS

Section 1. Powers. Subject to limitations of the articles and these bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the board. The board may delegate management of the activities of the corporation to any person or persons, a management company, or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the board shall have the following powers in addition to the other powers enumerated in these bylaws:

(a) To select and remove all the other officers, agents, and employees of the corporation, prescribe powers and duties for them as may not be inconsistent with law, the articles, or these bylaws, fix their compensation, and require from them security for faithful service.

(b) To conduct, manage, and control the affairs and activities of the corporation, and to make such rules and regulations therefore not inconsistent with law, the articles, or these bylaws, as they may deem best.

(c) To adopt, make, and use a corporate seal, and to alter the form of such seal from time to time, as they may deem best.

(d) To borrow money and incur indebtedness for the purposes of the

corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

Section 2. Number of Directors. The authorized number of directors shall be at least five but no more than fifteen until changed by amendment to these bylaws. The exact number of directors shall be determined by the board of directors.

Section 3. Selection and Term of Office. Directors shall be elected at each annual meeting of the board. Each director shall serve until the next annual meeting of the board, and until a successor has been elected and qualified.

Section 4. Vacancies. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any director may resign effective on giving written notice to the chairperson of the board, the president, the secretary, or the board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective.

Vacancies on the board shall be filled in the same manner as the director(s) whose office is vacant was selected, provided that vacancies to be filled by election by directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. Each director so selected shall hold office until the expiration of the term of the replaced director, and until a successor has been selected and qualified.

A vacancy or vacancies in the board shall be deemed to exist in case of death, resignation, or removal of any director, or if the authorized number of directors is increased.

The board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or found by a final order of judgment of any court to have breached any duty arising under Article 3 of the California Nonprofit Public Benefit Corporation Law.

No reduction of the authorized number of directors shall have the effect of removing any director prior to expiration of the director's term of office.

Section 5. Place of Meeting. Meetings of the board shall be held at any place within or without the State of California which has been designated from time to time by the board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

Section 6. Annual Meetings. The board shall hold an annual meeting for the purpose of organization, selection of directors and officers, and transaction of other business. Annual meetings of the board shall be held without call or notice on a day and time in March set by the board.

Section 7. Regular Meetings. Regular meetings of the board shall be held without call or notice on such dates and at such times as may be fixed by the board.

Section 8. Special Meetings. Special meetings of the board for any purpose or purposes may be called at any time by the chairperson of the board, the president, any vice president, the secretary, or any two directors.

Special meetings of the board shall be held on two days' notice by first-class mail or eight hours' notice given personally or by telephone, telegraph, telex, or other similar means of communication. Any such notice shall be addressed or delivered to each director at such director's address as it is shown on the records of the corporation or as may have been given to the corporation by the director for purposes of notice, or, if such address is not shown on such records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient, or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 9. A majority of the directors constitute a quorum of the board for

transaction of business, except to adjourn as provided in section 12 of this article. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board, unless a greater number is required by law or by the articles, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. Participation in Meetings by Conference Telephone. Members of the board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another.

Section 11. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice, or a written consent to holding the meeting, or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records, or made a part of the minutes of the meetings.

Section 12. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 13. Action Without Meeting. Any action required or permitted to be taken by the board may be taken without a meeting if all members of the board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the board, and shall be filed with the minutes of the proceedings of the board.

Section 14. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind,

and to inspect the physical properties of the corporation of which such person is a director.

Section 15. Committees. The board may appoint one or more committees, each consisting of two or more directors, and delegate to such committees any of the authority of the board, except with respect to:

(a) Approval of any action for which the California Nonprofit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members;

(b) Filling of vacancies on the board or on any committee;

(c) Fixing of compensation of the directors for serving on the board or on any committee;

(d) Amendment or repeal of bylaws or the adoption of the new bylaws;

(e) Amendment or repeal of any resolution of the board which by its express terms is not so amendable or repealable;

(f) Appointment of other committees of the board or the members thereof;

(g) Approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated an executive committee or by such other name as the board shall specify. The board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the board or such committee shall otherwise provide, the regular and special meetings and other actions of any such

committee shall be governed by the provisions of this article applicable to meetings and actions of the board. Minutes shall be kept of each meeting of each committee.

Section 16. Fees and Compensation. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the board.

ARTICLE V. OFFICERS

Section 1. Officers. The officers of the corporation shall be a president, a secretary, and a treasurer. The corporation may also have, at the discretion of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this article. Any number of offices may he held by the same person except that neither the secretary nor the treasurer may serve concurrently as the president or chairperson of the board.

Section 2. Election. The officers of the corporation, except such officers as may be elected or appointed in accordance with the provisions of Section 3 or Section 5 of this article, shall be chosen annually by, and shall serve at the pleasure of, the board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

Section 3. Subordinate Officers. The board may elect, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the board may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by the board at any time, or, except in the case of an officer chosen by the board, by any officer upon whom such power of removal may be conferred by the board. Any such removal shall be without prejudice to the rights, if any, of the officer under any contract of employment of the officer.

Any officer may resign at any time by giving written notice to the corporation, but without prejudice to the rights, if any, of the corporation under any contract to which the

officer is a party. Any such resignation shall take effect at the date of the receipt of such notice, or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur, and not on an annual basis.

Section 6. President. The president is the general manager and chief executive officer of the corporation, and has, subject to the control of the board, general supervision, direction, and control of the business and officers of the corporation. The president shall preside at all meetings of the board. The president has the general powers and duties of management usually vested in the office of president and general manager of a corporation, and such other powers and duties as may be prescribed by the board.

Section 7. Vice President. In the absence or disability of the president, the vice president, if any is appointed, shall perform all the duties of the president, and, when so acting, shall have all the powers of, and be subject to all the restrictions on, the president. The vice president shall have such other powers and perform such other duties as from time to time may be prescribed for him/her respectively by the board.

Section 8. Secretary. The secretary shall keep or cause to be kept, at the principal office of or such other place as the board may order, a book of minutes of all meetings of the board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at board and committee meetings, and the proceedings thereof. The secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the corporation's articles and bylaws, as amended to date.

The secretary shall give, or cause to be given, notice of all meetings of the board and any committees thereof required by these bylaws or by law to be given, shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board.

Section 9. Treasurer. The treasurer is the chief financial officer of the

corporation, and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation. The books of account shall at all times be open to inspection by any director.

The treasurer shall deposit all funds and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board. The treasurer shall disburse the funds of the corporation as may be ordered by the board, shall render to the president and the directors, whenever they request it, an account of all transactions as treasurer and of financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board.

ARTICLE VI. OTHER PROVISIONS

Section 1. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof, executed or entered into between the corporation and any other person, when signed by the president, or any vice president and the secretary, any assistant secretary, the treasurer, or any assistant treasurer of the corporation shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the board, and, unless so authorized by the board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or amount.

Section 2. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules, construction, and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these bylaws.

Section 3. Amendments. These bylaws may be amended or repealed by approval of the board.

ARTICLE VII. INDEMNIFICATION

Section 1. Right of Indemnification. To the fullest extent permitted by law, this

corporation shall indemnify its directors, officers, employees, and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in these bylaws, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met, and, if so, the board shall authorize indemnification. If the board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents formation of a quorum of directors who are not parties to that proceeding, the board shall promptly call a meeting of members. At that meeting, the members shall determine under Section 7237(e) whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Advancement of Expenses. To the fullest extent permitted by law, and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under Sections 1 and 2 of this article, and of these bylaws, in defending any proceeding covered by those sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the corporation for those expenses.

ARTICLE VIII. INSURANCE

The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

CERTIFICATE

I certify that I am the incorporator of [NAME OF COOPERATING ASSOCIATION], a California nonprofit public benefit corporation, and that the above bylaws, consisting of ___ pages, were adopted by me on [MM/DD/YY], as a part of the formation of said corporation.

BY:

TITLE:

DATE:

ADDRESS:

RECORDS CHECKLIST GUIDELINES

Associations are to compile a repository for corporate documents. The repository of documents serves as a "paper trail," documenting organizational and ongoing corporate formalities. The records are to be kept at the association's principal office, and must be available for inspection at all reasonable times during office hours.

These records may be inspected by the Secretary of State, the Attorney General, the Internal Revenue Service, the State Department of Parks and Recreation, corporation members, the public, and other agencies which may be involved on a by-need basis.

The documents include:

1. Articles of incorporation, bylaws (as amended to date);
2. Minutes of the first board meeting;
3. Tax-exemption applications;
4. Determination letters;
5. Membership information;
6. Financial statements, including the three most recent federal tax returns;
7. Contracts, leases, commitments, or other agreements;
8. Insurance policies;
9. Minutes of the proceedings of the members, board, and committees of the board for the past three years;
10. A current list of officers and board members (including addresses);
11. Description and documentation of current charitable programs;
12. An itemized listing of inventories for sale;
13. A schedule of investments -- land, buildings, equipment;
14. A schedule of endowment and/or restricted funds.

Additional documentation may be necessary on a by-need basis for reporting to government agencies. For example, listed below are some of the annual reporting and filing requirements that apply to most charities:

1. Form CT-2 -- Periodic report to the Attorney General's Registry of Charitable Trusts.

2. IRS Forms 990 and 990-T -- Federal information returns of tax-exempt organizations.

3. Form 199 and Form 109 -- California return of tax-exempt organizations to the State Franchise Tax Board.

4. Quarterly federal employment tax deposits (FICA) to the IRS.

5. Forms W-2 -- Provided to employees each year; copies are filed by the employer with the federal and state governments.

6. Form 1099 -- Provided to non-employees service providers; copies are filed by the employer with federal and state governments.

DPR BUDGET REQUEST GUIDELINES

The following pages provide guidelines for department staff when requesting financial and administrative budget assistance from an association. The guidelines are as follows:

1. The cooperating association board of directors initiates a budget for the coming year.

2. The board of directors appoints a budget committee. (The CAL presents the DPR requests to the budget committee.)

3. The association budget committee presents a prioritized budget to the board of directors.

4. The association-approved budget is submitted to the district superintendent to ensure that DPR is aware of funding availability.

5. Items not budgeted (for the year) go through a separate approval process, including district superintendent approval, before submitting the request to the association.

6. Purchases must be in support of approved programs -- refer to parameters set in the association contract.

7. When serving in official department capacity, DPR employees must not sign association checks.

PART ONE BUDGET REQUEST

TO BE FILLED OUT BY EMPLOYEE INITIATING REQUEST

ITEM REQUESTED:

REQUESTED BY:

A) DESCRIPTION OF ITEM REQUESTED:

B) IS ITEM IN CONCURRENCE WITH INTERPRETIVE PROSPECTUS FOR UNIT/DISTRICT?

check: _____ YES _____ NO

C) JUSTIFICATION FOR ITEM: (use, interpretive value, etc.)

D) COST OF ITEM: $

E) MAINTENANCE AND REPLACEMENT REQUIREMENTS:

Part II (on reverse) to be completed by CAL

Error! Bookmark not defined.PART TWO BUDGET REQUEST

This section is to be filled out by the District Superintendent or designee.

DOES THIS ITEM MEET THE ASSOCIATION'S MISSION REQUIREMENTS? (qualifying as interpretive/educational/scientific?

WHO WILL HAVE OWNERSHIP OF THE ITEM?

WHO WILL BE RESPONSIBLE FOR MAINTENANCE AND REPLACEMENT OF THIS ITEM?

HAS THE ITEM BEEN SUBMITTED TO THE DEPARTMENT FOR FUNDING?

check one: _____ YES _____ NO

EXPLAIN:

FORM REVIEWED BY:

Signature of Cooperating Association *Financial Officer*:

DATE

Signature of Cooperating Association *Liaison*:

DATE

Signature of Cooperating Association *President* (or Designee):

DATE

ACTION TAKEN ON REQUEST BY ASSOCIATION:

check one: APPROVED: _____ REJECTED: _____ DATE:

EXPLAIN:

Error! Bookmark not defined.COOPERATING ASSOCIATION FUNDING REQUEST

DATE:

COST: $ BUDGET LINE ITEM NUMBER:

REQUESTED BY:

DESCRIPTION OF ITEM:

BACKGROUND INFORMATION:
[its use; interpretive value; etc.]

APPROVAL OF FUNDING REQUEST:

ASSOCIATION FINANCIAL CONTROLLER DATE:

COOPERATING ASSOCIATION LIAISON DATE:

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COOPERATING ASSOCIATION PAYMENT VOUCHER

CHECK PAYABLE TO: DATE:

ADDRESS:

DESCRIPTION OF SERVICE: AMOUNT:

TOTAL:

APPROVED BY: DATE:
ASSOCIATION FINANCIAL CONTROLLER