

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
&
HOPE FLORIDA FOUNDATION, INC.**

THIS AGREEMENT is entered into between the State of Florida, Department of Children and Families (“the Department”) and Hope Florida Foundation, Inc. (“the Foundation”).

WHEREAS, section 402.57, F.S., authorizes the Department to establish a direct-support organization;

WHEREAS, in accordance with section 402.57, F.S., the Department established the Foundation as a direct-support organization to support the Department in carrying out its purposes and responsibilities; and

WHEREAS, section 402.57(1)(b), F.S., provides that the Foundation shall operate under a written contract with the Department;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, **the parties agree as follows:**

1. The Foundation shall support the Department in carrying out its purposes and responsibilities. As provided in section 402.57, F.S., the Foundation shall conduct programs and activities; raise funds; request and receive grants, gifts, and bequests of moneys; acquire, receive, hold, invest, and administer, in its own name, securities, funds, objects of value, or other property, real or personal; and make expenditures to or for the direct or indirect benefit of the Department and the individuals it serves.
2. The Foundation shall always operate in a manner consistent with the goals and purposes of the Department, the best interest of the state, and the needs of the children and adults served by the Department.
3. The Foundation shall submit its articles of incorporation and bylaws (and any proposed amendments thereto) to the Department for approval. No amendment to the Foundation’s articles of incorporation or bylaws shall be effective without Department approval.
4. The Foundation shall submit its annual budget to the Department for approval.
5. The Department shall review the Foundation’s operations and budget annually, and shall determine whether the Foundation is complying with this contract and operating in a manner consistent with the goals and purposes of the Department and in the best interest of the state. Upon such determination, the Department shall issue a certification letter to that effect. The Foundation shall report the Department’s annual certification in the official minutes of the Foundation’s next board meeting following the Department’s annual certification.

- 6.** If the Foundation is no longer approved to operate for the Department, a county commission, or a circuit board (due to a repeal of section 402.57, Florida Statutes, or otherwise), or if the Foundation ceases to exist, or if this contract is terminated (each scenario hereafter referenced as a “Terminating Event”), then all moneys and property held in trust by the Foundation for the benefit of those served by the Department shall revert to the Department. The Foundation shall cooperate with the Department and take all actions necessary to cease operations and effectuate such reversion within 30 days after a Terminating Event. If the Department ceases to exist, then all such moneys and property shall revert to the State.
- 7.** The fiscal year of the Foundation shall begin July 1 of each year and shall end June 30 of the following year.
- 8.** The Foundation shall disclose the material provisions of this contract, and the distinction between the Department and the Foundation, to donors of gifts, contributions, or bequests, including such disclosure on all promotional and fundraising publications.
- 9.** The Foundation shall be a not-for-profit corporation incorporated under Chapter 617, Florida Statutes, and must be approved by the Florida Department of State as a not-for-profit corporation. The Foundation shall maintain its not-for-profit 501(c)(3) corporate status with the United States Internal Revenue Service and shall be solely responsible for the preparation and filing of all required Internal Revenue Service forms. The Foundation shall also be solely responsible for performing the Foundation’s other legal obligations, including the submission of an annual report to the Florida Department of State and the payment of all sums for which it may become obligated.
- 10.** By August 1 of each year, the Foundation shall submit to the Department all information required by section 20.058, Florida Statutes. In accordance with section 20.058(5), Florida Statutes, this contract is contingent upon the Foundation’s submission of such information.
- 11.** The Foundation shall notify the Secretary of the Department in writing of any vacancies on the Foundation’s board of directors within 15 days after the vacancy arises.
- 12.** The Department shall provide personnel services to the Foundation subject to the requirements of section 402.57(1)(d), as the Department reasonably determines to be necessary.
- 13.** The Department may terminate this contract (and any other contracts incorporating it by reference) for convenience upon thirty (30) calendar days’ notice.
- 14.** All notices required or permitted under this contract shall be delivered via electronic mail as provided below. A party may designate a different person to receive notices by notifying the other party as provided herein, in which case no amendment to this contract shall be necessary for that purpose.

Notices to the Department:

Office of the General Counsel
Department of Children and Families
2415 North Monroe Street
Tallahassee, Florida 32303
agency.clerk@myflfamilies.com

Notices to the Foundation:

Joshua Hay, President
Hope Florida Foundation, Inc.
2415 North Monroe Street, Suite 400
Tallahassee, Florida 32303
jhay@indelible-solutions.com

15. The effective date of this contract is the date when the last party signed the contract, i.e. the executed date. It supersedes all prior contracts between the Department and the Foundation.

16. This contract may be amended only by written agreement signed by both parties through their authorized representatives. The parties agree to renegotiate this contract and any related contracts if any applicable law or regulation is amended in a manner that necessitates the amendment of this contract.

HOPE FLORIDA FOUNDATION, INC.

SIGNED BY:

NAME:

TITLE:

DATE: _____

STATE OF FLORIDA, DEPARTMENT OF CHILDREN AND FAMILIES

SIGNED BY:

NAME:

TITLE:

DATE: _____