COOPERATIVE AGREEMENT

**Between the**

## INDIANA DEPARTMENT OF NATURAL RESOURCES

**DIVISION OF STATE PARKS AND RESERVOIRS**

**And the**

**FRIENDS OF POTATO CREEK STATE PARK**

EDS#

This Cooperative Agreement between Potato Creek State Park (hereafter referred to as the “Property”) through the Indiana Department of Natural Resources, Division of State Parks and Reservoirs**,** (hereafter referred to as “State”) and the Friends of Potato Creek State Park. (hereafter referred to as “Friends”) is for the purpose of providing a basis for agreement, cooperation, and assistance between these organizations in support of the activities and programs of the Property.

Both the State and the Friends believe that Indiana state parks and reservoirs provide valuable opportunities for families and individuals to enjoy the outdoors, develop and practice healthy recreational habits and discover, appreciate and learn to care for our natural and cultural resources. The State also strives for careful management of those natural and cultural resources and the Friends support and encourage that effort. The Friends are organized to assist the Property with projects and funding that the State may not always be able to provide. Because the State and the Friends share a mutual understanding of these opportunities and desire to work together toward common goals, the State and the Friends recognize that it is mutually advantageous to enter into this agreement.

**1. Duties**

**A.) Duties of the State:** Guidance and Authority

The Director of the Indiana Department of Natural Resources retains authority for final approval of all projects and programs developed and provided by the Friends on behalf of the Property but designates the Property Manager as the liaison responsible for general coordination of all projects and programs. (Attachment A.)

The Director of the Indiana Department of Natural Resources or his/her designated representative will designate a non-voting State employee to represent the State on the Friends administrative board in all matters and dealings with the Friends. All questions regarding funding, activities and agreements relating to the Friends will be channeled through this representative to facilitate good communications. The Friends will designate a member of the Administration who will serve in a similar capacity as a liaison for the Friends. This person will act as the Friends’ representative in all activities and matters of mutual interest relating to the programs and projects of the Friends pertaining to the Property.

***i. Programs***

The State shall make available to the Friends the use of designated property names, facilities and professional services of the State staff and other Stateresources for interpretive and other programs undertaken by the Friends insofar as they are consistent with established State missions, policies, and procedures, as determined and approved by the Property Manager. The State may, at any time, revoke such use without penalty or liability by providing notice to Friends.

***ii. Fund-Raising***

The State encourages the Friends to conduct fund-raising projects that are consistent with the State missions and policies and are approved by the Property Manager. The proceeds from these projects will be used to support programs and activities at the Propertyin accordance with existing State policies and missions.

***iii. Volunteer Activities and Worker’s Compensation***

The State will provide, when necessary, supervision and training for and coordination of Friends *who serve* as volunteers at public activities sponsored by the Property or cosponsored by the Propertyand the Friends**.** These Friends who serve as volunteers will be provided the same Worker’s Compensation coverage during these public activities on the property as is provided for Indiana Department of Natural Resources staff and other DNR volunteers.

A volunteer is defined as an individual working without pay to complete a specific project or program as requested and authorized by the property manager or his/her designee. These may include, but are not limited to, Nature Center care/cleaning/host, presenting programs, trail work, maintenance projects, and other similar activities. Individuals wishing to serve as volunteers must complete a Volunteer Application and are supervised and evaluated in a manner similar to paid employees. All volunteers must sign a service agreement that explains their coverage by Worker’s Compensation when acting as a volunteer at Potato Creek State Park. (See Attachment B)

A Friend is defined as a member of an organized non-profit group working without pay on a project or program planned and sponsored by the Friends Group and authorized by the Director of the Indiana Department of Natural Resources or his/her designated representative. Friends do not complete applications and do not receive direct supervision and evaluation by a paid DNR staff member.

Members of the Friends may, either intermittently or regularly, serve as volunteers. Volunteers, however, are not necessarily members of the Friends. For a Friend to serve as a volunteer, he/she must complete a Volunteer Application and a service agreement.

***iv. Sales, Merchandising, and Promotions***

The State shall cooperate with the Friends in the planning and design of items appropriate for sale by the Friends (hereafter referred to as “merchandise”) as approved by the Property Manager. The State will promote the Friends in appropriate publications and announcements as approved by the Property Manager.

**B.) Duties of the Friends:**

***i. Purpose***

The Friends have been formed for the purpose of assisting the Property in activities that contribute to efforts directed toward conserving, researching and interpreting the natural, cultural, and historical resources of that Property.

***ii. Organizational Structure***

The Friends shall provide as an attachment copies of Articles of Incorporation, Bylaws and non-profit status to account for legal requirements that document the Friends’ non-profit status. Non-profit status must be obtained within one (1) year after initial execution of this agreement and maintained in accordance with all applicable Federal and State laws.

The Friends shall also provide a register of administrative officers, representatives, agents, or members (hereafter referred to as “the Administration”).

***iii. Activities and Prior Approval***

All Friends’ activities undertaken in conjunction with the Property, including but not limited to associated courses or seminars and fees, admission fees or any fund-raising efforts, shall comply with appropriate State guidelines and shall be approved in advance by the Property Manager.

For individual events or activities, the Friends shall submit an outline of event or activity objectives and related administrative and/or operational resources used for the event or activity. The outline should be submitted for approval by the Property Manager thirty (30) days prior to the scheduled event oractivity.

All publications and all publicity for individual events or activities conducted by the Friends to benefit the Propertyshall be submitted to the State for review and approval by the Property Manager.

Net proceeds generated at the Propertyshall be used to support sanctioned Friends and Property programs and activities and will be spent in a manner approved by the Friends’ Administration and the Property Manager.

For each activity conducted by the Friends, Friends shall be responsible for collecting and tracking money and maintaining records in accordance withstandard accounting practices.

***iv. Sales Items***

All merchandise sold by the Friendsin conjunction with the Propertyshall be subject to the following criteria:

(1) The Friends shall not sell any item, which has not been approved by the Property Manager. Whenever possible and appropriate, the Friends shall sell Indiana-made products. The Friends shall allow publications to be reviewed by the ~~State~~ Property Manager for editorial and design quality.

(2) The Friends are not by this agreement granted the right to sell items, which would infringe on applicable agreement rights of a concessionaire, if any.

(3) The Friends shall maintain a high standard of quality in all items produced or sold.

(4) The Friends shall sell items at fair market value and at such prices that are reasonable within the local community.

(5) The Friends shall display the merchandise in good taste and in keeping with the general design and decor of the Property. If there is a concern, the Property Manager shall discuss the concerns with the Friends to resolve the matter.

# v. Donations:

All gifts and donations to the Friends on behalf of the State and**/**or the Property are to be approved by the Friends’ Administration based on guidelines and procedures outlined by the Director of the Indiana Department of Natural Resources through Property Manager.

The Administration of the Friends reserves the right to refuse donations should they not meet the goals of the Friends or comply with the guidelines outlined by the Director of the Indiana Department of Natural Resources or his/her designated representative.

Donations from the Friends to the Property and the State may be proposed by either the Property Manager or by the Friends and must be approved by the Friends’ Administration and the Property Manager.

Donations by the Friends with approval of both the Property Manager and the Friends’ Administration may be made to qualified, non-profit educational institutions for the purpose of assisting in the conservation, study, presentation and interpretation of the various cultural and natural resources of the State.

Restricted donations to the Friends for the State may only be disbursed for the purpose specified by the donor following the approval of the Property Manager.

***vi. Disposition of Funds and Merchandise:***

Any Funds, including interest, generated by the Friends specifically for the Property either through donations or fund-raising efforts, less outstanding obligations incurred through these activities, will revert to the State for use only at the Property if this agreement is terminated. The State may deposit the funds into existing Property accounts or deposit it into an account under the Indiana Natural Resources Foundation designated for the Property.

Any merchandise purchased by the Friends for thespecific benefit of the Property will revert to the Property upon termination of this agreement. If the merchandise fails to sell at the Property, then the State will distribute the remaining merchandise and maintain funding in accordance with existing State missions, policies, and procedures.

Funds generated through membership dues and general donations to the Friends shall remain in the treasury of the Friends upon termination of this agreement except upon dissolution of the Friends or the Friends’ agreement with the Property, in which event the remaining funds, less outstanding obligations, shall be distributed to the Property, based on current account balances.

**2.**  **Consideration.** The consideration for this agreement is the mutual benefit to the parties.

**3. Term.** This Agreement shall be effective for a period of four (4) years. It shall commence on July 1, 2012 or date of last signature and shall terminate on June 30, 2016 or four years (4) after the date of last signature.

**4. Access to Records.** The Friends and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Agreement term, and for three (3) years from the date of **termination of** this Agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.** The Friends binds its successors and assignees to all the terms and conditions of this Agreement. The Friends shall not assign or subcontract the whole or any part of this Agreement without the State’s prior written consent.

**6. Audits.**

(a.) Reports. Friends shall maintain a system of accounting that correctly and accurately reflect the fees and donations received and monies disbursed by the Friends in connection with activities and services rendered by the State.

(b.)The State or their representatives may from time to time conduct an audit of the books and business of the Friend so that the accuracy of the above records can be confirmed. All information obtained in connection with inspection of records or audits shall be treated as confidential unless otherwise stated by law.

**7. Authority to Bind.**

The signatory for the Friends represents that he/she has been duly authorized to execute this Agreement on behalf of the Friends and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Friends when his/her signature is affixed and accepted by the State.

**8. Changes in Work.** (deleted)

**9. Compliance with Laws.**

A. The Friends shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the Friends to determine whether the provisions of this Agreement require formal modification.

B. The Friends and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Friends is not familiar with these ethical requirements, the Friends should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Friends or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the Friends. In addition, the Friends may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Friends warrants that the Friends and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

D. As required by IC 5-22-3-7:

(1) the Friends and any principals of the Friends certify that (A) the Friends, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers**]**, (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Friends will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

       (2) The Friends and any principals of the Friends certify that an affiliate or principal of the Friends and any agent acting on behalf of the Friends or on behalf of an affiliate or principal of the Friends: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

**10. Condition of Payment.** (deleted)

**11. Confidentiality of State Information.** The Friends understands and agrees that data, materials, and information disclosed to Friends may contain confidential and protected data. The Friends covenants that data, material, and information gathered, based upon, or disclosed to the Friends for the purpose of this Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

**12. Continuity of Services** (deleted)

**13. Debarment and Suspension**. (deleted)

**14. Default by State.** (deleted)

**15. Disputes**

1. Should any disputes arise with respect to this Agreement, the Friends and the Property agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Friends agree that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. As to any dispute, the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Friends and the State within ten (10) working days after presentation of such dispute for action. The Commissioner’s decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner’s decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

**16. Drug-Free Workplace Certification. (per Executive Order 90-5)**

The Friends hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Friends will give written notice to the State within ten (10) days after receiving actual notice that the Friends or an employee of the Friends has been convicted of a criminal drug violation occurring in the Friends’s workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of agreement payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total agreement amount set forth in this Agreement is in excess of $25,000.00, Friends hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements and grants from the State in excess of $25,000.00. No award of a agreement shall be made, and no agreement, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Friends and made a part of the agreement or agreement as part of the agreement documents.

The Friends certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Friends’ workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform it’s employees of (1) the dangers of drug abuse in the workplace; (2) the Friends’ policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Friends of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**17. Employment Option.** (deleted)

**18. Employment Eligibility Verification**

The Friends affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Friends shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Friends is not required to participate should the E-Verify program cease to exist. Additionally, the Friends is not required to participate if the Contractor is self-employed and does not employ any employees.

The Friends shall not knowingly employ or contract with an unauthorized alien. The Friends shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Friends shall require his/her/its subcontractors, who perform work under this contract, to certify to the Friends that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Friends agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Friends fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**20. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**21. Governing Laws.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**22. Indemnification.** The Friends agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Friends and/or its subcontractors, if any, in the performance of this Agreement.

**23. Independent Contractors.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Friends shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Friends’ employees.

**24. Information Technology Accessibility.** (deleted)

**25. Insurance**

The Friends shall secure and keep in force during the term of this Agreement, the following insurance coverages, covering the Friends for any and all claims of any nature which may in any manner arise out of or result from this Agreement:

1. The Friends shall purchase public liability insurance to be effective during the term of this agreement to provide adequate protection of the State’s interest. Friends will provide insurance coverage in the following minimum amounts: $500,000 for bodily and personal injury for one person in one occurrence; $300,000 for property damage; and $1,000,000 aggregate for injury or death to all persons or property in the occurrence.

2. The State shall be included as an additional insured on the Friends’ insurance policies.

3. As proof of such insurance, the Friends shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Agreement.

**26. Key Person(s)** (deleted)

**27. Licensing Standards.** (deleted)

**28. Modification.** This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

**29. Minority and Women Business Enterprise Compliance.** (deleted)

**30. Nondiscrimination.**

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Friends and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement. The Friends shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. The Friends’s execution of this Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**31. Notice to Parties**

Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

1. Notices to the State shall be sent to:

Director

Division of State Parks and Reservoirs

402 W. Washington Street, W298

Indianapolis, Indiana 46204

1. Notices to the Property shall sent to:

Property Manager

Potato Creek State Park

25601 St. Rd. #4

North Liberty, IN 46554

1. Notices to the Friends shall be sent to:

President

**32. Order of Precedence**

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) This Agreement, (2) attachments prepared by the State, (3) and attachments prepared by the Friends.

**33. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Friends prior to execution of this Agreement, but specifically developed under this Agreement shall be considered “work for hire” and the Friends transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to agreement performance by the Friends, without the prior written consent of the State, is prohibited. During the performance of this Agreement, the Friends shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Friends. Any loss or damage thereto shall be restored at the Friends’ expense. Full, immediate, and unrestricted access to the work product of the Friends during the term of this Agreement shall be available to the State.

**34. Payments.** (deleted)

**35. Penalties/Interest/Attorney’s Fees.** (deleted)

**36. Progress Reports.** (deleted)

**37. Renewal Option.** This Agreement may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed agreement may not be longer than the term of the original agreement.

**38. Security and Privacy of Health Information.** (deleted)

**39. Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

**40. Substantial Performance.** (deleted)

**41. Taxes.** The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Friends as a result of this Agreement.

**42. Termination for Convenience.**

(a.) This Agreement may be terminated by either party, in whole or in part before the end of the term upon sixty (60) days prior written notice to the other party.

(b.) The agreement will terminate automatically upon dissolution of the Friends’ organization or following any violation, by either party, of the terms of the agreement. The Friends shall provide immediate written notification to the State if such dissolution occurs. Respectively, the State will immediately notify the Friends of termination based on Friends’ breach of the agreement. Upon dissolution, funds and merchandise shall be distributed as provided herein pursuant to paragraph *vi.* *Disposition of Funds and Merchandise.*

(c.) Upon termination of this agreement, by whatever cause or reason, the Friends shall immediately stop using State names, addresses and phone numbers, or any other means of association or identification that may link the Friends to the State or any of the State’s properties.

**43. Termination for Default**

1. With the provision of **sixty (60)** days notice to the Friends, the State may terminate this Agreement in whole or in part if the Friends fails to:
2. Correct or cure any breach of this Agreement;
3. Perform any of the other provisions of this Agreement.
4. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

**44. Travel.** (deleted)

**45. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

**46. Work Standards.** (deleted)

**47. State Boilerplate Affirmation Clause.**  I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State’s Boilerplate agreement clauses (as defined in the 2007 IDOA Professional Services Agreement Manual) in any way except for the following clauses which are identified by name below:

Changed ‘Contractor’ to ‘Friends’ throughout; changed ‘contract’ to ‘agreement’ throughout; modified: Access to Records, Audit, Compliance with Laws, Indemnification, Insurance, Notice, Order of Precedence, Termination for Convenience, and Termination for Default.

**[Remainder of page left blank intentionally]**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Friends, or that he/she is the properly authorized representative, agent, member or officer of the Friends, that he/she has not, nor has any other member, employee, representative, agent or officer of the Friends, directly or indirectly, to the best of the undersigned’s knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

**In Witness Whereof,** Friends and the State have, through their duly authorized representatives, entered into this Agreement. The parties having read and understanding the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof and to thereby be bound.

**Friends: Attested:**

By: By:

Printed Name: Printed Name:

Title: Title:

Date: Date:

**Department of Natural Resources: Department of Administration:**

By: By:

For: Robert E. Carter, Jr., Director For: Robert D. Wynkoop, Commissioner

Date: Date:

**State Budget Agency: APPROVED as to Form & Legality**

**Office of the Attorney General**

By: ***Form approval has been granted by the***

For: Adam M. Horst, Director ***Office of the Attorney General pursuant***

***to*** ***IC 4-13-2-14.3(e) on October 4, 2011.***

Date:  ***FA 11-60***

Attachment ‘ A’

[Date]

Division of State Parks and Reservoirs

402 W. Washington Room W298

Indianapolis, IN 46204

Dear State Parks and Reservoirs Director,

I appreciate the financial, volunteer, and event support that friends groups provide to Indiana State Parks and Reservoirs. It is encouraging to see the willingness of these individuals to offer their personal time and dollars to make our sites stronger.

To facilitate approval of projects and events, I designate the Property Manager at State Park as the liaison responsible for general, day-to-day coordination of all cooperative projects and programs with the Friends of State Park. The Property Manager and all cooperating property staff are expected to follow State law, property rules and the tenets of the signed cooperative agreement between the State and the Friends.

I retain the authority as Director of the Indiana Department of Natural Resources for final approval as needed for all projects and programs developed and provided by the Friends on behalf of the Property.

Please share my thanks with your friends group for their continued cooperation and support.

Sincerely,

Robert E. Carter, Jr.

Attachment ‘B’

**Indiana Department of Natural Resources**

**Division of State Parks & Reservoirs**

**Adult Individual Volunteer Service Agreement**

This agreement is entered into between the Indiana Department of Natural Resources and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to govern volunteer services provided at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property

It is mutually agreed that the above named individual will assist and work with the Department of Natural Resources during a period of time beginning on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_

Month and Day Year

The above named individual agrees as follows: I am over 18 years of age. I am a volunteer for the State of Indiana and I am a temporary employee and not for compensation. I understand I will receive no payments or remuneration for my volunteer work and that I am exempt from the minimum wage and maximum hour working provisions of the Fair Labor Standard Acts. I further understand that if I am injured while working for the State of Indiana as a volunteer, Worker's Compensation will be the sole and exclusive remedy for any such injury.

In addition, I have read all volunteer policy-related materials and property information provided to me by the property volunteer coordinator, and I agree to abide by these policies established by the property, the Division of State Parks and Reservoirs and the Department of Natural Resources.

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State, Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Work Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail/Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**