

**FRAMEWORK OF COOPERATION BETWEEN THE VILLAGE OF ESTERO
AND THE ESTERO FOREVER FOUNDATION**

THIS FRAMEWORK OF COOPERATION is agreed to between the Parties this ___ day of ~~April~~ ~~March~~, 2024 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation (hereinafter referred to as the “Village”) located at 9401 Corkscrew Palms Circle, Estero, FL 33928, and the Estero Forever Foundation, Inc., a Florida not for profit corporation, FEIN: 84-2466890 (hereinafter referred to as the “Foundation”), located at 20791 Three Oaks Parkway, Unit 763, Estero, FL 33929.

WHEREAS, the Village initiated and was instrumental in the establishment of the Foundation with Councilmember and former Mayor James Boesch and Chamber of Commerce President Nolen Rolens as co-convenors; and

WHEREAS the original ~~purpose~~ goal of the Foundation remains to promote the creation and operation of various small not-for-profit organizations that benefit the community and large projects of community-wide significance such as the originally proposed Community Theatre; and

WHEREAS the intent is to maintain a Community Foundation to work and promote efforts that benefit the Estero community; and

WHEREAS the agreed objective is to maintain a close and symbiotic relationship between the Village and the Foundation; and

WHEREAS the Foundation’s purpose is to mobilize financial resources by encouraging and facilitating generosity to fund projects that develop and improve the community of Estero; and

WHEREAS, the Village and the Foundation have collaborated on several projects in recent years, seeking to leverage each other’s strengths to provide community-enhancing opportunities for the Village and its residents.

NOW, THEREFORE, the Parties hereto establish this framework of cooperation as follows:

- 1. The Village is authorized to provide the Foundation financial contributions from revenue received as a result of the Foundation’s operation of the Village-owned driving range located at 9000 Williams Road, Estero based on Gross Golf Range Revenue less Village direct related expenses, less \$22,000, less monies previously paid to the Foundation.**
- 2. The Village recognizes that the Foundation contributes substantial time, talent, and effort to provide services to the Village and the Community of Estero. The Village supports the efforts of the Foundation to develop programs, services, and legacy funding for future generations which may include partnerships, joint publicity and advertising, and support of fundraising efforts.**
- 3. Recognizing that the Foundation has been operating the golf range with taxpayer derived revenues in the case of revenues generated by the golf driving range operation and is likely to receive taxpayer derived funds from the Village in the future, and recognizing the Foundation operates as a community partner with the Village on all other fund-raising opportunities, the Foundation shall operate in an open and transparent manner, as follows:**

- a. All meetings of the Board shall be open to the public with posted meeting times, and published minutes of meetings.
 - b. The Board shall openly solicit for persons who may be interested in vacancies for Board member openings, and provide for an open interviews process for Board vacancies
 - c. No member of the Board shall receive any remuneration for service on the Board or to the Foundation in some related capacity, including legal, marketing, financial and accounting services. Nothing herein shall prohibit the Foundation's conducting business with a company which employs a Board Member as an employee, so long as such business does not result in any commission or other compensation directly tied to the services performed by the business.
 - d. The Board shall allow the Village Council to select a member of the Council or Village Manager or his or her designee to serve as an ex-officio member of the Board.
 - e. To promote a mutual understanding of who is benefitting from the Foundation's work, all grant awards or other contributions of Foundation assets made to any person or entity shall, ~~prior to being made,~~ be submitted to the Village Manager in the form of a report monthly for distribution to Village Council ~~and approved as "received and filed", typically on the Consent Agenda.~~ listing date, recipient, amount, and purpose.
4. Within three months of the Effective Date, the Foundation agrees to provide the Village with documented programs to:
- a. Recruit board/volunteer/community talent.
 - b. Develop programs that solicit non-Village-derived funds allowing the Foundation to be less reliant on Village-derived funding.
 - c. Establish and publish on the Foundation's website formal written grant solicitation and application procedures and forms to allow non- profit community organizations and other small groups to request grants or sponsorship from the Foundation.
5. To facilitate transparency, all Village-derived funds of the Foundation shall be segregated from other Foundation funds.
6. The Foundation hereby declares a goal to have 95% of the Foundation's revenue from all sources to be used to benefit the Estero community. The Foundation agrees that Village-derived funds shall be used pursuant for the following purposes:
- a. The Foundation will access 5% of any Village-derived funds for the purpose of helping to cover administrative expenses including but not limited to accounting, insurance, communications, website development, and marketing efforts.
 - b. In addition to the expenses set forth in subsection (a) above, the actual cost of any audit required by the Village in this Framework may be paid for from Village-derived funds acquired after the Effective Date of this Agreement.

- c. Foundation incurred Village-related project and service expenses.
 - d. Contributions or grants to 501(c)(3) organizations, Foundation sponsorship programs, and other Foundation-Village related programs benefitting the Estero community.
7. Notwithstanding any other approval procedures established by the Foundation board, for so long as the Foundation utilizes Village-derived funds received **after the effective date of this Agreement** for its grants and awards, the Foundation shall, prior to making such grants and awards ~~from Village-derived funds received after the Effective Date of this Agreement~~, submit the supporting grant or award application, and the draft award notice, to the Village and the Village Council must vote to approve each such award prior to the Foundation completing the award. The Village agrees to complete the review and approval in an expeditions manner.
 8. In addition, for grants, awards, and sponsored programs to be paid from Village-derived funds received prior to the Effective Date of this Agreement, or from non-Village-derived funds, the Foundation will advise the Village and the Village shall have **reasonable opportunity two weeks** to express any objection to such proposed grants, awards, or programs. If the Foundation proceeds in light of a Village objection, this Framework shall terminate subject to a public Village Council meeting and a vote of the majority of the Council to terminate. Members, and all Village-derived funds received after the Effective Date of this Agreement which are then in possession of the Foundation shall be distributed to other 501(c)(3) organizations serving the Estero community as directed by the Village Council. The Village agrees to complete the review and response in an expeditions manner.
 9. Grants will be awarded pursuant to a written grant agreement clearly setting forth what the awardee will be using the funds to do, and that the awardee's work or program will enhance the quality of life of Village of Estero residents through the provision of or development of charitable, recreational, cultural, horticultural, artistic, or educational programs.
 10. Priority for the award of grants funded by Village-derived funds should be toward awards to small start-up non-profit organizations located within the Village of Estero.
 11. The Foundation shall maintain records, accounts, and property/personnel records in accord with generally accepted accounting principles, as deemed necessary by Village to assure proper accounting of funds, and to ensure compliance with the provisions of this Framework.
 12. The Foundation shall provide the Village all information, records and contracts as requested by Village for monitoring and evaluating Foundation's performance regarding this Framework. The Village shall provide all information, records and contracts as requested by the Foundation in regard to this Framework. The Foundation and the Village shall retain all its records and supporting documents related to this Framework in accordance with all applicable laws, rules, and regulations. In the absence of any more restrictive requirements in law, such records and supporting documents will be retained by Foundation for at least three (3) years after the termination of this Framework.
 13. The Foundation agrees to obtain and provide the Village a copy of an annual audit of its financial statements. Such review shall be certified by an independent Certified Public Accountant licensed in Florida. For purposes of this paragraph, the term "audit" shall have

the same meaning as that given to it in the Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants. The Village's right to request audits shall include the Village's right to audit for compliance with applicable donor contracts and tax regulations, including IRS Reg. §1.507-2 regarding donor-advised funds. Such audit shall be paid for as provided for in § 6(b) above.

14. The Foundation shall acquire insurance against claims of negligence and property damage of at least one million dollars, and, with respect to any projects or events which it may perform or provide on Village property or in partnership with the Village where Village staff or resources are present, the Foundation agrees to have the Village be an additional insured entity and to indemnify the Village up to its policy limits. Subject to the financial claim limits set forth in Florida Statutes § 768.28, the Village will indemnify the Foundation any negligent or intentional act of Village officials or employees in the performance of this Framework.
15. This Framework is subject to formal approval of the Village Council and the Board of the Foundation, and shall be effective as of the Effective Date, notwithstanding the actual date(s) of execution.
16. This Framework may be terminated by either Party at any time by written notice to the other Party by U.S. Mail as follows:

To the Foundation:

**Estero Forever Foundation, Inc.
Attn: President
20791 Three Oaks Parkway, Unit 763
Estero, FL 33929**

To the Village:

**Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Circle
Estero, FL 33928**

A Party may amend the place of delivery of notice to that Party by written notice to the other Party without need of amending this Framework.

WHEREFORE, the Parties hereto have executed this Framework of Cooperation as of the Effective Date.

Estero Forever Foundation, Inc.

Village of Estero

By: _____
John Quin, President

By: _____
Jon McLain, Mayor

NOTES:

The following attempts to make comment or provide our perspective and reasons for the requested editing changes. .

- **Second WHEREAS Change Purpose to Goal Our Purpose is provide in the Fifth WHEREAS**

- **Under NOW, THEREFORE**
 - **1. The paragraph is missing terms of payment – Defined The total amount can not be determined until the end of April, howcver the calculated amount to date should be agreed upon with Kevin Greenville for the amount of February and then March when available.**

 - **3,.**
 - **f. Monthly we will provide a listing of any and all distributions. How this information is dealt with by the Village is up to the Village. There are paragraphs that deal with approval of distributions under Paragraph 7 and 8.**

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 - **7, The wording seem difficult and the change was to make it more understandable. As long as the language is clear and concise you may well wish to make your own modification.**

 - **8. Change from reasonable opportunity to two weeks. Reasonable opportunity is too open ended and undefined.**

 - **14. Need to have our attorney review the Insurance section so that we have adequate indemnification and are able to comply with the Villages request.**