

**FRIENDS OF FORT DAVIDSON
MEMORANDUM OF UNDERSTANDING
AMENDMENT #1**

THIS AMENDMENT is agreed upon and entered into this ___[8th]___ day of ___[February]___ 2011, by and between the Missouri Department of Natural Resources, Division of State Parks, hereinafter called the Department, and the Friends of Fort Davidson, hereinafter called FFD.

WHEREAS, by Memorandum of Understanding, hereinafter called MOU, made and entered into between the Department and the FFD on the 2nd day of November 2009, the Department pursuant to its authority in Chapter 253.095 RSMo, is authorized to enter into cooperative agreements with non-profit organizations that are organized to provide cooperative, interpretative or educational services to Missouri state parks and historic sites; and

WHEREAS, by the MOU, Paragraph 10 entitled "Modification," the Department and FFD may modify the terms and conditions of this Memorandum of Understanding only by written agreement of the parties; and

WHEREAS, by the MOU, Paragraph 1 entitled "Use," that says:

"The FFD has first priority to use space within Ford Davidson State Historic Site in order to conduct educational, interpretative and fund raising activities, in accordance with this agreement and section 253.095 RSMo. Such activities may or may not be open to the public. If open to the public, the FFD shall also comply with the Department Special Event Policy, attached hereto as Exhibit A. . . ."

NOW THEREFORE, the parties agree to amend the MOU paragraph 1 entitled "Use" to provide for and include the following use opportunities at Fort Davidson State Historic Site offered by FFD as follows:

- 1.1. It is mutually agreed that the FFD will manage Civil War living histories and re-enactments and shall enter into agreements with re-enactor groups, such as the Missouri Civil War Re-enactor's Association, to insure that at least 250 re-enactors will provide the re-enactment; ***smaller numbers, as determined by the historic site manager, are permitted for living history events; and,***
- 1.2. It is mutually agreed that the FFD ***may*** enter into agreements with local community groups as necessary, such as the Arcadia Valley Chamber of Commerce and/or Lion's Club, to act as their agents for handling sutlers, arts and craft vendors and parking; and
- 1.3. It is mutually agreed that the FFD ***may*** enter into agreements with area businesses to provide logistical support as necessary for the re-enactment i.e., hay and straw purchase, portable comfort stations (port-a-johns); and
- 1.4. It is mutually agreed that the FFD ***will ensure that required insurance is paid with the Department being named as additionally insured; and,***
- 1.5. It is mutually agreed that it is the FFD's responsibility to obtain outside funding ***for events as described in section 1.1 above.*** Any costs that cannot be covered by donations, outside funding, and fees collected during the re-enactment may be paid by the Department. Profits from any re-enactment will go to support further living histories, re-enactments, or interpretive/cultural resources projects at Fort Davidson State Historic Site; and

- 1.6. It is mutually agreed that FFD representative(s) will meet with the Site Administrator of Fort Davidson State Historic Site at least monthly beginning not less than one year prior to the re-enactment to discuss event funding and event programming, etc.; and
- 1.7. It is mutually agreed that the Department reserves the right to have living histories that they alone manage and conduct and reserves the right to manage the re-enactment.

NOTWITHSTANDING, all other terms and conditions of the MOU dated November 2, 2009 shall continue in effect.

AGREED TO and ACCEPTED:

DEPARTMENT OF NATURAL RESOURCES
Division of State Parks

FRIENDS OF FORT DAVIDSON

[William J. Bryan original dated 2/8/2011]

[Charles T. Cadenbach original dated 1/8/2011]

William J. Bryan, Director Date

President Date