

FRIENDS OF FORT DAVIDSON
COOPERATIVE AGREEMENT WITH
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

This Cooperative Agreement between the Friends of Fort Davidson (FFD) and the Missouri Department of Natural Resources (Department) is entered into this 17th day of November, 2014.

WHEREAS, the Department, pursuant to its authority in Chapter 253, RSMo, administers and operates the Missouri State Park System, and is responsible for preserving and interpreting the finest examples of the state's natural and cultural resources, including Battle of Pilot Knob State Historic Site; and

WHEREAS, Battle of Pilot Knob State Historic Site previously was identified as Fort Davidson State Historic Site; and

WHEREAS, the FFD is a nonprofit corporation, organized and existing under Missouri law, originally organized to provide cooperative, interpretative or educational services for the benefit of Fort Davidson State Historic Site; and

WHEREAS, Article II, section a of the FFD's by-laws provides that all references to Fort Davidson State Historic Site in those by-laws apply regardless of the name given to the property; and

WHEREAS, the FFD and the Department desire to form this Cooperative Agreement to mutually introduce visitors to Battle of Pilot Knob State Historic Site and educate the public about preservation, interpretation and responsible usage of state parks and all their resources; and

WHEREAS, section 253.095, RSMo, authorizes the Department to enter into Cooperative Agreements with non-profit organizations that are organized to provide cooperative, interpretative or educational services to any Missouri state park; and

WHEREAS, the FFD desires access to Battle of Pilot Knob State Historic Site for the primary purpose of conducting fund raising efforts, the proceeds of which will be retained by the FFD for use in the interpretative or educational services provided at Battle of Pilot Knob State Historic Site; conducting interpretative and educational events; and providing artifacts, equipment, projects, maintenance, operational needs and other interpretative devices to the Department that will enhance and support its mission with respect to Battle of Pilot Knob State Historic Site; and

WHEREAS, the Department is willing to grant the FFD access to Battle of Pilot Knob State Historic Site along with space and incidental staff support and such use clearly demonstrates the interpretive, educational and facility enhancement benefits to the state; and

NOW THEREFORE, the parties agree as follows:

1. USE: After the Department, the FFD has first priority to use space within Battle of Pilot Knob 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's Special Event Policy, attached hereto as Exhibit A. Finally, the FFD may acquire, convey and/or loan artifacts, equipment and other interpretative devices to the Department that will enhance and support the Department's mission with respect to Battle of Pilot Knob State Historic Site.

2. **TERM:** The term of this Cooperative Agreement shall be five (5) years from the date it is executed by or on behalf of the Director of the Department of Natural Resources and may be renewed by an Amendment to this Cooperative Agreement within sixty (60) days of the five year anniversary with the mutual agreement of both parties. Upon the annual anniversary of this agreement, the parties shall meet and discuss certain services/events that shall be provided or conducted by the FFD throughout the following year, and will establish the Department's role in supporting these services/events. Such annual activities shall be documented and shall also specify what, if any, artifacts, equipment or other interpretative devices that the FFD to provide to the Department during the year.
3. **PUBLIC INFORMATION:** Any use of the Department's and/or Missouri State Parks logo on any publication shall first be reviewed and approved by the Department for compliance with Department policy. Any publications or other public information concerning an event or project that is being co-sponsored by the Department shall be reviewed and approved by the Department prior to publication.
4. **FEES:** The FFD shall obtain Department's prior written approval before charging any fees to the public for admission to special events staged by the FFD at Battle of Pilot Knob State Historic Site. Any fees charged to the public as rent or admission shall be placed in the FFD Fund and shall be retained by the FFD for the sole use of providing interpretative or educational services at the Battle of Pilot Knob State Historic Site.
5. **SALE OF GOODS AND SERVICES:** At any special event or fund raising activity sponsored by the FFD on state park property, the Department shall have the right to prohibit the sale or rental of any goods which the Department deems inappropriate, objectionable or of inferior quality. The Department shall give FFD a written explanation of any such objection and prohibition. The FFD shall research and seek goods for sale that enhance interpretation, preservation or the visitor's general experience. The FFD shall provide to Battle of Pilot Knob State Historic Site merchandise on consignment that enhances the interpretation, preservation or the visitor's general experience.
6. **MEMBERSHIP DRIVES AND BENEFITS:** The Department agrees to assist and cooperate with the FFD on drives and other initiatives to increase the FFD's membership.
7. **PROJECTS AND SUPPORT:** Artifacts, components, equipment, projects, maintenance and operational needs and interpretive devices produced or acquired by the FFD to enhance interpretive efforts, services or preservation efforts at Battle of Pilot Knob State Historic Site shall be submitted in a timely manner to the Department for its review prior to acquisition by the FFD. The Department shall reserve the right to request changes, refuse, or accept any addition(s) to its inventory. Any permanent construction project or alteration to any structures on the premises desired by the FFD shall require a separate supplemental agreement signed by all parties.

8. **COMPLIANCE WITH LAW:** The FFD shall comply with all applicable federal, state and local laws, including but not limited to Missouri Wage and hour Laws, Civil Rights Laws and any laws pertaining to non-profit corporations.
9. **HOLD HARMLESS:** The FFD agrees to indemnify and hold the Department harmless against any and all claims or actions arising from or related to FFD's use of the Battle of Pilot Knob State Historic Site.
10. **MODIFICATION:** This Cooperative Agreement contains the entire agreement and understanding between the Department and the FFD with respect to the subject matter hereof. The Department and FFD may modify the terms and conditions of this Cooperative Agreement only by written agreement of the parties.
11. **TERMINATION:** This Cooperative Agreement shall terminate if either party provides ninety (90) days advance written notice.
12. **AUDIT:** Upon request, the FFD shall provide the Department with an annual financial report, and shall allow the Department to inspect and audit the FFD financial records to the extent necessary to determine compliance with section 253.095, and its requirement that "all net proceeds received from the sale of publications or other materials shall be retained by the organization for use in the interpretative or educational services provided in state parks."
13. **NOTICES:** Any notice herein required to be give to either party shall be deemed properly given if served upon or delivered to such party, or their authorized agent or if mailed by certified mail, postage prepaid, to the address to such party as follows:

If to the Department:

Department of Natural Resources
 Division of State Parks
 Attn: Director
 P. O. Box 176
 Jefferson City, MO 65102

If to FFD:

Friends of Fort Davidson
 118 East Maple
 P. O. Box 509
 Pilot Knob, MO 63663

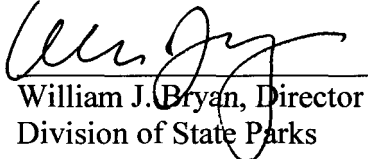
FRIENDS OF FORT DAVIDSON



 President

12/11/14
 Date

**STATE OF MISSOURI
 DEPARTMENT OF NATURAL RESOURCES**



 William J. Bryan, Director
 Division of State Parks

11/17/14
 Date