

FRIENDS OF FORT DAVIDSON
MEMORANDUM OF UNDERSTANDING

This Cooperative Agreement is between the Friends of Fort Davidson (FFD) and the Missouri Department of Natural Resources (Department) and entered into this 2ND day of NOVEMBER, 2009.

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 Fort Davidson State Historic Site (Fort Davidson); and

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

WHEREAS, the FFD and the Department desire to form a cooperative agreement to mutually introduce visitors to Fort Davidson 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 Missouri state parks and historic sites; and

WHEREAS, the FFD desires access to Fort Davidson for the primary purposes 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 Fort Davidson; 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 Fort Davidson; and

WHEREAS, the Department is willing to grant FFD access to the historic site facility and space in order to carry out and support these purposes; and

NOW THEREFORE, the parties agree as follows:

1. **USE:** The FFD has first priority to use space within Fort 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. Finally, the FFD may acquire, convey and/or loan artifacts, equipment and other interpretative devices to the Department that will enhance and support its mission with respect to Fort Davidson.
2. **TERM:** The term of this memorandum of understanding shall be five (5) years from the date it is executed by the Director of the Department of Natural Resources. 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 intends to provide to the Department during the year.

3. **PUBLIC INFORMATION:** Any use of the Department's 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:** FFD shall obtain Department's prior written approval before charging any fees to the public for admission to special events staged by FFD at Fort Davidson. 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 Fort Davidson.
 5. **SALE OF GOODS AND SERVICES:** At any special event or fund raising activity sponsored by 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. FFD shall research and seek goods for sale that enhance interpretation, preservation or the visitor's general experience. The FFD shall provide to Fort Davidson 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 FFD on drives and other initiatives to increase FFD's membership.
 7. **PROJECTS AND SUPPORT:** Artifacts, components, equipment, projects, maintenance, operational needs and interpretive devices produced or acquired by the FFD to enhance interpretive efforts, services or preservation efforts at Fort Davidson shall be submitted in a timely manner to the Department for its review prior to acquisition by 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 FFD shall require a separate supplemental agreement signed by all parties.
 8. **COMPLIANCE WITH LAW:** 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:** 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 Fort Davidson.
 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.
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