

2014

**Memorandum of Understanding (MOU)
&
Partnership Agreement**

For

the Fort King Site

Between

City of Ocala,

Marion County,

And

Fort King Heritage Association, Inc.

WHEREAS, the City of Ocala, a Florida municipal corporation, hereinafter referred to as "City", Marion County, , a political subdivision of the State of Florida, hereinafter referred to as "County", and the Fort King Heritage Association, Inc., a citizen support organization (CSO), not-for-profit corporation organized under the Laws of the State of Florida, (EIN# 45-2400233) hereinafter referred to as "FKHA", (collectively referred to as "Partners") wish to renew and amend the Memorandum of Understanding (MOU) first entered into on March 20, 2012; and

WHEREAS, the 37 Acre Fort King Site, hereinafter referred to as the "Site" [A National Historic Landmark] is owned by the City and County; and

WHEREAS, the purpose of the 2012 MOU was to define roles and responsibilities of the Partners in working together to prepare the Site for public access to the Site, and

WHEREAS, the Fort King Site was opened to the public on May 31, 2014, and is operated by the City as a result of the cooperative working partnership established in the 2012 MOU.

NOW, THEREFORE, it is hereby agreed by and between the Partners in moving ahead with further development and improvements to the Site as follows:

SECTION 1 - RESPONSIBILITIES OF PARTNERS

A. FKHA

- 1) Visionary Master Planning for the Site. The FKHA will continue to lead the visionary master planning for the Site. In this regard the FKHA will prepare reports and engineering documents (drawings, specifications, etc.) for proposed improvements to the Site. These master planning and design documents, once approved by the Board of the FKHA will then be submitted to the City and County for their review and approval. Upon approval by the City and County, the FKHA will proceed with permitting, construction, and implementation of the projects. The FKHA will direct and/or subordinate all construction activities on the Site using either contracted services, volunteer labor, and/or City/County approved and provided labor and equipment. A proposed Phase 2 Site Development Plan is attached and made part of this MOU as Exhibit A.
- 2) Greater Fort King Site Acquisitions. The FKHA may identify and recommend for acquisition out-parcels that will serve to protect the 'Greater Fort King Site'. These future land acquisitions will be made on a case-by-case basis as such lots and parcels become available by either owner listings or donations. All land transactions will be 'friendly' acquisitions between willing land owners and the City/County as recommended by the FKHA and approved by the City and County.
- 3) Informational Documents. FKHA will produce and finance visitor 'handout' brochures, pamphlets, books, CD's, and other informational documents relating to the history and ecology of the Site.
- 4) Promotion and Public Events. The FKHA will lead public events at or for the Site for purposes of promotions, and fund raising for Fort King. Such events could include presentations, reenactments, forums, and commemorative events.
- 5) Financing. The FKHA will take the primary responsibility for raising funds to design and construct the proposed Master Plan Improvements, any new site acquisitions, and the production of informational documents to assist with fundraising efforts. Such funds will be maintained in distinct accounts enabling an accounting of project fund status. The FKHA will spearhead the solicitation of grant and private foundation funds in support of the project/Site.
- 6) Corporate Responsibilities & Insurance. The FKHA will comply with all State and Federal requirements for business procedures, licenses, and requirements for a not-for-profit, 501c(3) corporation. City and County will be noticed of regular Board meeting dates and times with copies of agendas and meeting minutes with Board actions. FKHA will maintain a \$1 million general business liability insurance policy.

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- 7) Secondary (Support) Responsibilities. FKHA members (functioning as City Volunteers and docents) will assist the City of Ocala (Recreation and Parks Department) in the daily welcoming of visitors, as trail guides, and as requested by the City in the day-to-day operations and maintenance of the Site. FKHA members will make routine walk-through inspections of the Site and report needed repairs/improvements and security issues to the appropriate City staff. FKHA will Assist as requested, or as agreed upon, with any trail maintenance work details (mowing, clearing, etc.) and Heritage Center repairs. Emergency encounters will be reported directly to the City First Responders (911) - Police/Fire Departments.

B. CITY AND COUNTY

- 1) Approval of Master Plans and Documents. The City and County as co-owners of the Fort King Site will review, process and approve FKHA proposed improvements to the Site.
- 2) Daily Operation of the Site. The Partners agree that the City shall be the operating entity and as such shall, at City's discretion, establish hours of operation (open/closed days and times), staffing (paid and volunteer), site security (access, response, etc.), signage, expendables, and other amenities consistent with other City parks. The City shall fund all operating costs and shall establish the annual operating budget at City's sole discretion.
- 3) Routine Maintenance of the Site. City will maintain to the standards of all other City parks, the Site's entry area and driveways, parking areas, mowed grassed slopes and border areas, property line fencing, interpretative trail, and visitor/Heritage Center. City shall assume and provide similar quality maintenance of new improvements defined in the Phase 2 Improvement Plan.
- 4) Tangible Property Ownership and Use. City and County will own and maintain in service all equipment either purchased and donated by the FKHA or others or purchased by the City and County and kept at the Site and used in day-to-day operations and maintenance. All property donated by the FKHA to the City and/or County for use at the Site shall be used exclusively by the City and County at the Site and for no other purpose. If the tangible property is no longer needed by City/County at the site; ownership will revert to FKHA as first right of refusal.
- 5) Visitor / Heritage Center. City will use and maintain the Visitor/Heritage Center as a Public welcome center staffed with a full or part time staff and volunteers. . City will make available to the FKHA a dedicated office space in the Heritage Center to function as an office for the FKHA. City will allow the FKHA to conduct its Board Meetings at the center on a mutually approved scheduled basis.
- 6) Docents and Volunteers - All docents and volunteers will be approved City volunteers and screened and trained in accordance with standard City requirements. The City will direct all paid and volunteer staff on procedures for operations of the Site and Visitor/Heritage Center. The City will maintain the lead role in developing a training manual and providing

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on-going training days and classes for all docents and volunteers. FKHA will assist in training docents in the history and ecology of the Site.

- 7) Historic Artifacts, Collections, Paintings, and Memorabilia. The Partners agree to form a committee representative of each party to develop a policy and protocol for the acceptance of and management of artifacts that are donated to any of the Partners for interpretation, preservation and education purposes at the Site. All Partners understand that per Florida Statutes, any artifacts collected from the Site shall be and shall remain the property of the people as represented by the City and County.
- 8) Insurance. The City, as the operating entity, shall be responsible for insuring property, including all facilities, equipment, and historic artifacts under City control and maintained as part of the Fort King Site to full replacement value and in accordance with City's organizational policies for insurance of equipment and property.
- 9) Financing. The City and County will assist the FKHA with efforts to solicit grants and private foundation funds in support of the capital improvements at the Site, and shall assist with identification and allocation of public funds that might come available from time to time in support of the capital improvements at the Site.

SECTION 2 TERMS AND TERMINATION

It is expected that the Partnership between the City, County, and the FKHA for the 'Good of Fort King' will be perpetual and modified as needed from time-to-time. In general, the MOU/Partner Agreement will be updated once every 3 to 5 years. Any partner may opt out of the Partnership without prejudice with six months notice to the other Partners.

SECTION 3 EXECUTION

This MOU/Partnership Agreement shall be effective upon the date of the last signature recorded below.

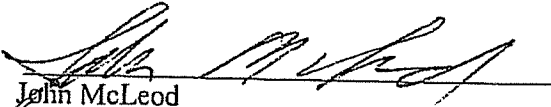
**FORT KING HERITAGE ASSOCIATION,
INC.,**
a corporation created and existing under the
laws of Florida

By: Henry A. Sheldon
Henry A. Sheldon, President

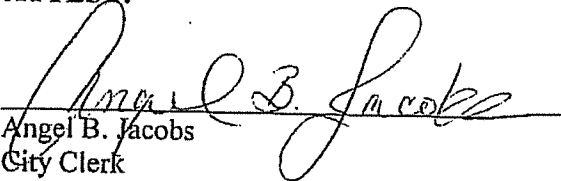
Date: 10/2/2014

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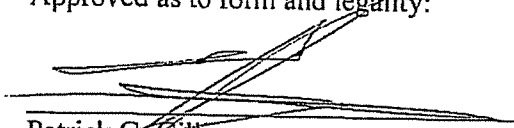
CITY OF OCALA, a Florida municipal
corporation


John McLeod
President, Ocala City Council

ATTEST:


Angel B. Jacobs
City Clerk

Approved as to form and legality:

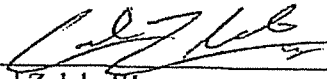

Patrick G. Gilligan
City Attorney

ACCEPTED BY CITY COUNCIL
October 7, 2014
DATE
OFFICE OF THE CITY CLERK



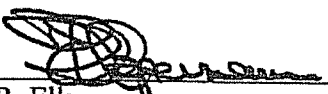
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MARION COUNTY, a subdivision of the State
of Florida



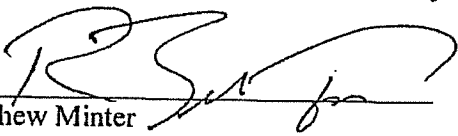
Carl Zalak, III
Chairman, Board of County Commissioners

ATTEST:

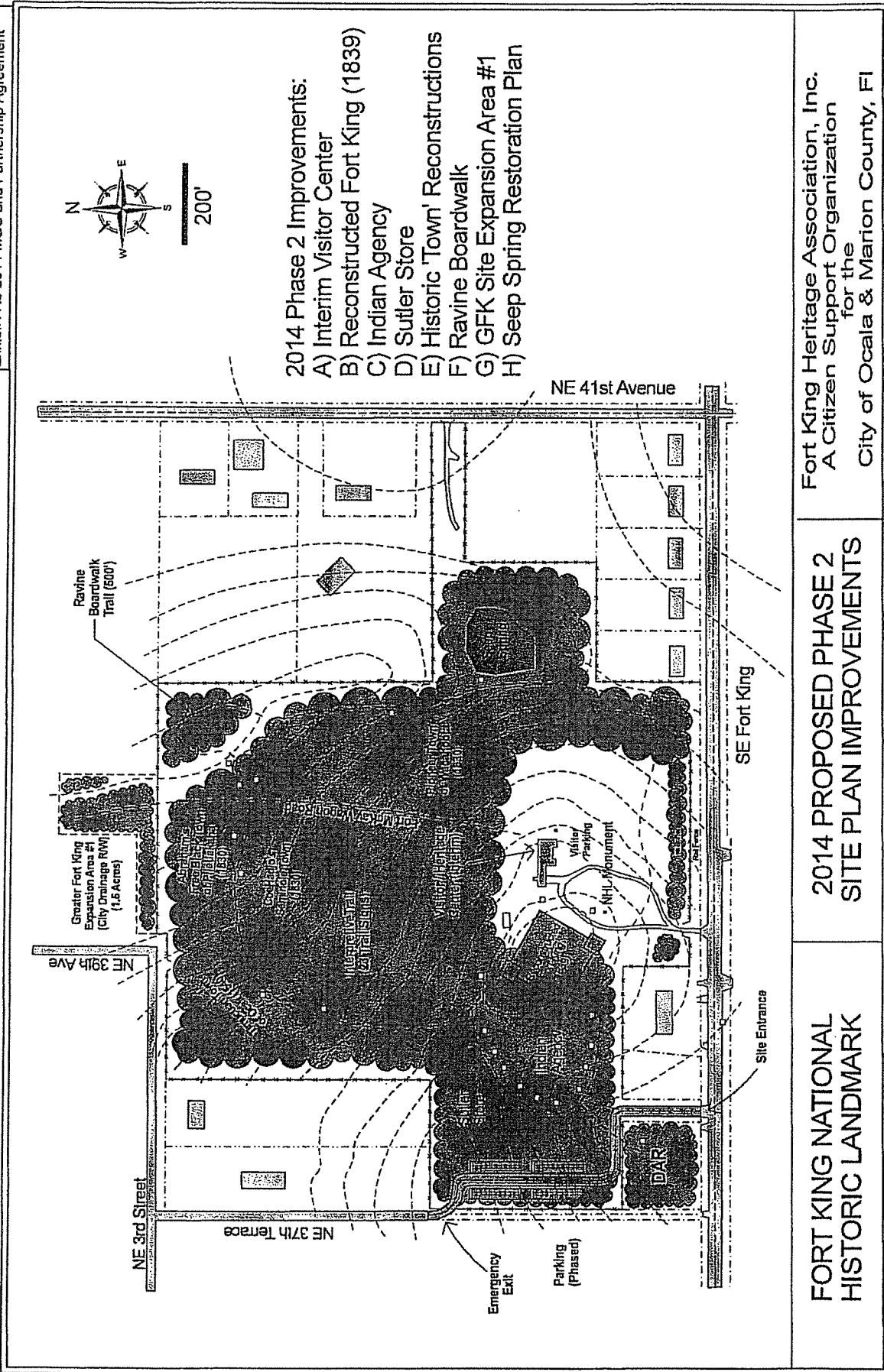


David R. Ellspermann,
Clerk

Approved as to form and legal sufficiency:



Matthew Minter
County Attorney



Fort King Heritage Association, Inc.
 A Citizen Support Organization
 for the
 City of Ocala & Marion County, FL

**2014 PROPOSED PHASE 2
 SITE PLAN IMPROVEMENTS**

**FORT KING NATIONAL
 HISTORIC LANDMARK**