

**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 the further development and improvements to the Site as follows:

**Memorandum of Understanding—Fort King Heritage Foundation, City of Ocala, Marion
County
Preliminary Suggested Revisions**

SECTION 1 - RESPONSIBILITIES OF PARTNERS

A. FKHF

1. Visionary Master Planning for the Site. The City, County, and FKHF will collaboratively lead the visionary master planning for the site. All plans will be reviewed by a representative of each party in a group setting to review, discuss, and make possible changes that affect operations. As a whole, we will follow City Procurement and Contracting policies and procedures. All CIP projects will be managed by the city, the FKHF, and the County will receive monthly updates at minimum via the FKNHL monthly report.
2. Financing. The FKHF 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 FKHF will spearhead the solicitation of grant and private foundation funds in support of projects that the FKHF will be undertaking.

3. Greater Fort King Site Acquisitions. The FKHF may identify and recommend the acquisition of 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 landowners and the City/County as recommended by the FKHF and approved by the City and County.
4. Informational Documents. FKHF will produce and finance visitor 'handout' brochures, pamphlets, books, CDs, and other informational documents relating to the history and ecology of the site with final approval of both Recreation & Parks staff and the city PIO.
5. Promotion and Public Events. The FKHF and the City will jointly plan fundraising events held at FKNHL, that are designed to raise donations for the FKHF. All other programming and events will be planned by the FKNHL staff. FKHF will be kept up to date on all planned events and programs. FKHF will have the opportunity to have a presence at all programs and events to promote, recruit, or solicit donations/memberships.
Cross-promoting on social media will be managed by the Recreation & Parks Marketing Team in coordination with FKHF's media contractor so that all links, registration pages, and data are consistent across all sources.
6. Corporate Responsibilities & Insurance. The FKHF 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 notified of regular Board meeting dates and times with copies of agendas and meeting minutes with Board actions. The FKHF will provide all City and County staff with a copy of their Strategic Plan, Mission Statement, and By-Laws as applicable.
7. Secondary (Support) Responsibilities. FKHF members (functioning as City Volunteers) may assist the City of Ocala (Recreation and Parks Department) as volunteers, see the City Volunteer guidelines. FKHF board members are designated as City Volunteers, as such they must follow City policy for background screening every 2 years.

City and County Responsibilities

1. Approval of Master Plans and Documents. The City and County as co-owners of the Fort King National Historic Landmark will review, process, and approve or deny FKHF's proposed improvements to the site. Upon approval by the City and County, the City will proceed with permitting, construction, and implementation of the projects once funding has been procured. The City will direct and/or supervise all construction activities on the site using either contracted services, volunteer labor, and/or City/County approved and provided labor and equipment.
2. Contractor Payments. The City will instruct building contractors undertaking the construction of projects as set out in item 1 of the City and County Responsibilities listed within the Memorandum of Understanding to submit draw requests to the FKHF as well as the City. Within 5 days of receiving the draw request, FKHF will review it and request the City to contact the building contractor with any questions the FKHF may have about the draw request. If no questions are received within 5 business days, the FKHF will submit payment to the City on the first business day of the following week. Upon having any questions answered and City approval of the draw request the FKHF will issue a payment to the City for the amount of the draw request within 5 business days.
3. Daily Operation of the Site. The Partners agree that the City shall be the operating entity and as such shall, at the 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 the City's sole discretion.
4. Routine Maintenance of the Site. The 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, Visitor Center, and Archeological Resource Center. The city shall assume and provide similar quality maintenance of new improvements defined in the Phase 2 Improvement Plan.
5. Tangible Property Ownership and Use. City and County will own and maintain in service all equipment either purchased and donated by the FKHF 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 FKHF to the City and/or County for use at the site shall be used exclusively by the City and County.

6. FKNHL Visitor Center and Archeological Resource Center. The city will use and maintain the Visitor/Archaeology Resource Center as a Public Welcome Center, staffed with full or part-time staff and volunteers. The city will make available to the FKHF a dedicated office space in the Archaeology Resource Center to function as an office for the FKHF. FKHF will have access to their immediate designated office during business hours Monday – Friday. The city will allow the FKHF to conduct its Board Meetings at the center on a mutually approved scheduled basis with timely notice of said meetings given by the FKHF to city staff. The city can deny a meeting to be scheduled at the center if said meeting interferes with city business. FKHF will give timely notice (2 weeks is preferred, minimally 1 week) to city staff when they need to conduct business in the facility. The FKHF may not sublet the center to any other organizations. The city will establish a dedicated phone number for FKHF within their office, which should be utilized in all of their promotional materials and maintained by FKHF.

7. 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/Archeological Resource Center. The City will maintain the lead role in developing a training manual and providing ongoing training days and classes for all docents and volunteers.

8. Historic Artifacts, Collections, Paintings, and Memorabilia. A collections committee will be formed with representatives of each party, to include. City Staff, County Staff, FKHF Board Member, Silver River Museum, Archeologist of record, and Seminole Tribe of Florida representative. The collections committee will meet monthly when a donation or possible acquisition has been proposed. At no time will any object be physically taken into any member's possession till it has been voted on and accepted by the collections committee. All parties agree to follow the established protocol for the collections committee. All Partners understand that per Florida Statutes, any artifacts collected from the site shall be and shall remain the property of the people (of Florida) as represented by the City and County. All donated acquisitions not from the FKNHL site are property of the City.

9. 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.

10. Financing. The City and County will assist the FKHF 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.

11. 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.
12. Execution. This MOU/Partnership Agreement shall be effective upon the date of the last signature recorded below.

FORT KING HERITAGE ASSOCIATION, INC.,

By: _____

Title: _____

CITY OF OCALA:

ATTEST:

James P. Hilty
City Council President

Angel B. Jacobs
City Clerk

Approved as to form and legality:

William E. Sexton, Esq.
City Attorney

MARION COUNTY:

ATTEST:

Michelle Stone
Chairman, Board of County Commissioners

Greg Harrell
County Clerk

Approved as to form and legality:

Matthew Minter
County Attorney

