

**MEMORANDUM OF UNDERSTANDING (MOU) & PARTNERSHIP AGREEMENT FOR THE  
FORT KING NATIONAL HISTORIC LANDMARK SITE BETWEEN CITY OF OCALA, MARION  
COUNTY, AND FORT KING HERITAGE FOUNDATION, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between 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 FOUNDATION, INC., FORMERLY KNOWN AS 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 ("FKHF" or "Partners").

**WHEREAS**, the approximately 43-44 Acre Fort King Site, hereinafter referred to as the "Site" [A National Historic Landmark] (FKNHL) is owned by the City and County; and

**WHEREAS**, the purpose of this 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; and

**WHEREAS**, the City, County, and FKHF wish to continue ongoing partnership and support at the Fort King National Historic Landmark Site through an amended and restated Memorandum of Understanding (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:

**I. 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 Capital Improvement Program (CIP) projects will be managed by the City. The FKHF and 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 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 landowners and the City/County as recommended by the FKHF and approved by the City and County.

4. **Informational Documents.** The City will produce and finance visitor 'handout' brochures, pamphlets, books, CD's, and other informational documents relating to the history and ecology of the site. The City shall approve all social media posts regarding the history of Fort King, events, and programs on all FKHF platforms. City will not manage or approve fund raising post.
5. **Promotion and Public Events.** The FKHF and the City shall jointly plan fundraising events held at FKNHL, that are designed to raise donations for the FKHF. All other programming and events shall 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 shall be managed by Recreation & Parks Marketing Team in coordination with FKHF's media contractor so that all links, registration pages, and data is consistent across all sources. FKHF and or their Contractor shall not create marketing materials for any City run event or program.

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.** In the day-to-day operations and maintenance of the Site. 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.

## **II. RESPONSIBILITIES OF CITY AND COUNTY**

### **B. CITY AND COUNTY**

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 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 ONE (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 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.

This addition is to be reviewed by City contracting for legality and policy.

3. **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.

As the City will fund all operating costs for FKNHL, the County may assist by funding Capital Improvements Projects (CIP). CIP's taken on by the County shall be paid on a reimbursement basis mutually agreed upon by the City and County.

4. **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, Visitor Center, and Archeological Resource Center. 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.** City will use and maintain the Visitor/Archaeology Resource Center as a Public Welcome Center, staffed with full or part time staff and volunteers. 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. City may 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. 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 needing 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 to 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 on-going 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. 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 members 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 FKNHL site are property of the City.
9. **Indemnification of City by FKHF.** FKHF shall indemnify, defend at its expense, and hold harmless the City, its current or former officers, employees, agents, elected and appointed officials, and volunteers from and against any and all causes of actions, claims, losses, liabilities, and expenditures of any kind (collectively "Claims"), including reasonable attorneys' fees, court costs, and expenses caused, in whole or in part, by any intentional, reckless, or negligent act or omission of FKHF, its current or former officers, employees, agents, servants, or volunteers, which Claims are alleged or claimed to have arisen out of, relate to, or are in connection with this Agreement or FKHF's use of the Site or the Visitor/Archeology Resource Center. This paragraph shall apply whether or not a lawsuit is filed.
10. **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.  
  
Any work performed onsite by a third-party would need to add the City of Ocala as an additional insured with a current COI.
11. **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.
12. **Terms and Termination.** It is expected that the Partnership between the City, County, and the FKHF 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.
13. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail,

postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to County: County Administrator  
Marion County 601 SE 25<sup>th</sup> Avenue  
Ocala, FL 34471  
Phone: 352-438-2300  
E-mail: Mounir.Bouyounes@marionfl.org

If to FKHF: Fort King Heritage Foundation, Inc.  
Attention:  
Street Address  
City, State, ZIP  
Phone:  
E-mail:

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer  
City of Ocala  
110 SE Watula Avenue, 3rd Floor  
Ocala, Florida 34471  
Phone: 352-629-8343  
E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to: William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

Copy to: Parks & Recreation Director  
Marion County  
111 SE 25<sup>th</sup> Ave.  
Ocala, Florida 34471  
Phone: 352-671-8560  
E-mail: [Jim.Couillard@marionfl.org](mailto:Jim.Couillard@marionfl.org)

6. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **Electronic signature(s).** The Partners and County, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that

contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

8. **Legal authority**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding on

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Kristen Dreyer  
City Council President

**Approved as to form and legality:**

**THE FORT KING HERITAGE  
FOUNDATION, INC.**

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

\_\_\_\_\_  
By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding on

\_\_\_\_\_.

**ATTEST:**

**MARION COUNTY**

\_\_\_\_\_

Gregory C. Harrell  
Clerk of Court

\_\_\_\_\_

Kathy Brant  
Chairman

**Approved as to form and legality:**

\_\_\_\_\_

Mathew Minter.  
County Attorney