



Memorandum of Agreement Between
Montana State Parks
and
Friends of Fort Owen, Inc.

This Memorandum of Agreement ("MOA") between Montana State Parks ("MSP"), a division of the Montana Department of Fish, Wildlife and Parks, and Friends of Fort Owen, Inc. ("FFO"), a private, non-profit corporation, dated this 17th day of August, 2020, describes and defines the working relationship between the two entities in the preservation, maintenance, and operations of Fort Owen State Park in Stevensville, MT.

BACKGROUND

Fort Owen State Park ("FOSP") was established when an acre of land enclosing the visible historic ruins of Fort Owen was donated to the state of Montana in 1937. In 1971 it was listed in the National Register of Historic Places.

It is the site of many "firsts" in the State, being the location of the first permanent Euro-American settlement in Montana. It encompasses the oldest historic structure within the Montana State Park system.

MSP Mission: The Mission of the Montana State Parks system is to conserve a representative diversity of the state's natural, cultural, and recreational amenities, provide resource education and interpretation, and help facilitate sustainable economic development through tourism.

FFO Mission: The Mission of the FFO is to save, restore, maintain, develop, enhance, and interpret FOSP and its associated sites and artifacts for future generations. FFO works to build recognition of the historic significance that Fort Owen played in the settlement of the Northwest and to strive to enhance its visibility as an educational and economic asset to the community of Stevensville, Ravalli County, and the State of Montana.

STATEMENT OF MUTUAL INTERESTS AND BENEFITS

MSP is responsible for the protection, development, management, operations and maintenance of FOSP. A specific part of that mission includes the preservation of the historic structures and artifacts and the visitor experience at this historically significant park.

The parties acknowledge that FFO can play an active part in providing volunteers and funding to assist MSP to properly care for this significant historic site, to provide interpretive materials to enhance the visitor experience, and to provide occasional on-site programs for visitors and school classes and special events.

PURPOSE

The purpose of this agreement is to formally describe and document the partnership structure between FFO (a non-profit, tax-exempt corporation) and MSP in the historic preservation, and operation and maintenance of the structures and park grounds, and the delivery of occasional interpretive and educational programs at FOSP, a unit of the Montana State Park system.

IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

- A. MSP shall be responsible for determining work priorities, planning and supervising of all on-site operations and maintenance of structures and the grounds. MSP priorities will be the maintenance and upkeep of the site and adhering to the good neighbor policy as required by MCA 23-1-126 and 23-1-127. Priorities for maintenance of the structures and grounds will be done in consultation with the Montana State Parks Heritage Program and/or the Montana State Historic Preservation Office.
- B. MSP has limited capacity to provide project oversight, development, event management or other activities not directed by the above-referenced statutes.
- C. FFO shall assist MSP by recruiting volunteers and soliciting funding and material support to achieve our mutual interests.
- D. There are constraints to public access and use created by the surrounding private property and the carrying capacity of the site and parking that imposes limits on group size and potential size and timing of potential programs and events, unless coordinated with and authorized by the private property owner.

TERM, TERMINATION, MODIFICATION, AND RENEWAL

- A. Term: This MOA will remain in effect until June 30, 2022.
- B. Termination: Either party, in writing and with 30 days' notice, may terminate this MOA in whole, or in part, at any time.
- C. Modification: Modifications of this MOA shall be made by mutual consent of the parties, through the issuance of a written modification, signed and dated by both parties prior to any changes taking effect.
- D. Renewal: This MOA may be renewed by mutual agreement, in writing. If renewal is anticipated, three months prior to the expiration of the term of this MOA both parties agree to review and revise the terms of the MOA as needed.

MSP RESPONSIBILITIES. MSP shall:

- A. Be responsible for the planning, development, management, operation, and maintenance of FOSP, including all buildings, park infrastructure, utilities, grounds, and the planning and delivery of scheduled interpretive and educational programs and occasional special events at the park.

- B. Work with FFO to develop an annual project work plan for the summer season that will be implemented through resources provided in partnership with FFO.
- C. Provide the appropriate staff to supervise any of the services in subsection (A) of this section that have been identified to be carried out by FFO-provided volunteers and funding.
- D. Reasonably allow FFO to use FOSP facilities on an occasional basis for FFO business. Education, interpretive events and publicly noticed meetings, such as FFO Board of Directors' ("Board") meetings or annual meeting of the members shall be permitted by permission granted by a special use permit. MSP shall waive the fee for this permit.
- E. Provide trained interpretive staff for the occasional and scheduled interpretive and educational program and special events, as staffing levels allow.
- F. Provide FFO reasonable access to MSP personnel and resources to support FFO's fundraising marketing efforts.
- G. Provide up-to-date information to FFO on historic preservation priorities to assist FFO in raising funds to implement those priorities.
- H. Provide a park manager or designee who will act as a non-voting de-facto member of the Board to keep FFO aware of FOSP and MSP developments.

Communications between the two partners will generally occur between the President of the Board and the park manager.

FFO RESPONSIBILITIES. FFO shall:

- A. Be responsible for collaborating with MSP in identifying an annual project work plan, prior to the annual meeting, that identifies specific projects and maintenance tasks planned to be completed by FFO recruited volunteers during the summer field season.
- B. When feasible, contribute funding to maintain availability of specific interpretive materials for the visiting public and to be used to advertise the significance and existence of the site.
- C. Raise funding to contribute in support of the highest priority historic preservation needs at FOSP.

SPECIAL EVENTS:

Special Events are generally described as events that are one-time only activities that may require additional onsite staffing by MSP. They may be recurring annually, but the goal of the event is generally not for the purpose of meeting MSP educational or interpretive goals.

They may be specifically for the purpose of celebrating a specific date, such as an anniversary, or for fund raising or enhancing the visibility of the park or participating as an event venue for a festival being hosted by the Town of Stevensville. FFO and MSP will discuss and agree to the special event schedule and marketing strategy.

Special Events that are planned and implemented for the purpose of fund-raising for FFO will be approved and permitted under a separate MSP Special Use Permit.

VOLUNTEERS

All volunteers at FOSP are MSP volunteers and meet the volunteer requirements as specified by the Fish Wildlife and Parks policy.

STAFFING

In the spirit of partnership and cooperation, the parties agree that:

- A. MSP is responsible for management, operations, and maintenance of FOSP. FFO members may be called upon to perform basic operational tasks (e.g. mowing the lawn, changing the toilet paper, sweeping the barracks, etc.) as agreed to the annual Project Work Plan ("Plan").
- B. It is FFO's primary goal to provide financial and material support for implementing priority historic preservation and maintenance tasks. MSP staff may be periodically asked to assist with special events that may be sponsored by FFO at FOSP or to assist in the development of marketing materials designed to advertise events and enhance the visibility of the park.

ANNUAL PROJECT WORK PLAN

FFO and MSP shall agree to and prepare an annual Plan which shall become an addendum to this MOA.

The Plan shall identify what annual project work, occasional special interpretive program, or special use permit event and who and how the work and events will be marketed and promoted by FFO and MSP. Changes to the schedule will be mutually agreed to through periodic reviews.

INTERPRETIVE AND MARKETING MATERIALS

MSP and FFO shall work jointly in the development of brochures, exhibits, social media, website information, and other marketing materials related to promoting FOSP and the educational and interpretive programs and events.

PROGRAM FEES

FPO may collect fees for any programs where FFO provides the primary funding. The amount of fees must be consistent with MSP's Biennial Fee Rule and approved by the FOSP park manager.

ACKNOWLEDGMENT OF MSP

FFO shall acknowledge MSP and FOSP, including displaying the MSP logo, in all publications, marketing, and advertising for FOSP.

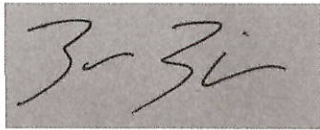
PARTICIPATION IN SIMILAR ACTIVITIES

This MOA does not restrict MSP from participating in similar activities with other public or private agencies organizations, and individuals.

Department of Fish, Wildlife & Parks

Beth R. Shumate 8/17/20
Signature

Beth Shumate
Parks Division Administrator



Approved - FWP Legal Review

Friends of Fort Owen

Margaret Gorski 8/10/2020
Signature

Margaret Gorski
Board President