

**COOPERATIVE AGREEMENT BETWEEN
FRIENDS OF CAMP ZOE, INC., AND
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES**

THIS COOPERATIVE AGREEMENT is between **Friends of Camp Zoe, Inc. ("Friends")**, a Missouri nonprofit corporation, and the **Missouri Department of Natural Resources** (the "**Department**"), a Missouri state agency.

WHEREAS, the Department, pursuant to its authority in Chapter 253 of the Missouri Revised Statutes ("**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 **Echo Bluff State Park** (the "**Park**"); 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 any Missouri State Park; and

WHEREAS, Friends is a nonprofit corporation, organized and existing under Missouri law, organized to provide cooperative services to the Park and to act as a "friends" organization to preserve, support and promote the history of Camp Zoe in Round Spring, Missouri, with a primary focus on restoration and long-term maintenance of Camp Zoe Lodge; and

WHEREAS, Friends and the Department desire to form this Cooperative Agreement to accomplish the aforesaid purposes; and

WHEREAS, the Department is willing to grant Friends access to the Park, subject to the rights, policies and applicable facility fees (if any) of the Contractor operating Park facilities ("Contractor"), along with space and incidental Department staff support for uses that clearly demonstrate the fiscal, interpretive, educational, and facility enhancement benefits to the Department;

NOW THEREFORE, in consideration of the mutual benefits that will accrue to the Department and Friends, the parties agree as follows:

- 1. USE.** After the Department, Friends has first priority to operate a "Friends" group with respect to the restoration and long-term maintenance of Camp Zoe Lodge. The Department shall grant Friends access to the Park, along with space and incidental Department staff support, subject to the rights, policies and applicable facility fees (if any) of Contractor, in order to conduct cooperative services 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, Friends shall also comply with the Department's Public Assembly and Events Policy, attached hereto as Exhibit A. Friends may acquire, convey and/or loan artifacts, equipment and other devices to the Department that will enhance and support the Department's mission with respect to the Park. The Department acknowledges that Friends' initial and primary focus will be to raise funds for the restoration of Camp Zoe Lodge and to provide interpretative and other services related to the other elements of the Park associated with the former Camp Zoe.

2. **TERM; ANNUAL REVIEW.** The term of this Cooperative Agreement shall be five (5) years from the date set forth below and may be renewed by an Amendment to this Cooperative Agreement within sixty (60) days of the five year anniversary with the mutual agreement of both parties. Upon the annual anniversary of this agreement, the parties shall meet and discuss certain services/events that shall be provided or conducted by Friends 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 devices that Friends intends to provide to the Department during the year.
3. **PUBLIC INFORMATION.** Any use by Friends of the Department's, Missouri State Parks' and/or Echo Bluff State Park logo or graphic 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.** Friends shall obtain Department's prior written approval before charging any fees to the public for admission to special events staged by Friends at the Park. Any fees charged to the public as rent or admission shall be placed in the Friends' fund and shall be retained by Friends for the sole use of providing cooperative services at the Park and as set forth above.
5. **SALE OF GOODS AND SERVICES.** At any special event or fund raising activity sponsored by Friends on state park property, the Department shall have the right to prohibit the sale or rental of any goods referencing Camp Zoe Lodge and/or Echo Bluff State Park which the Department deems inappropriate, objectionable or of inferior quality. The Department shall give Friends a written explanation of any such objection and prohibition. Any sale of goods or services within any facility or structure operated by Contractor may require the prior permission of Contractor and be subject to such policies and procedures as required by Contractor.
6. **ADVICE, MEMBERSHIP DRIVES AND BENEFITS.** The Department agrees to assist and cooperate with Friends on drives and other initiatives to increase Friends' membership and to support its fundraising efforts. The Department will provide Friends with advice and guidance on creating a viable "Friends" group and will assist Friends in working cooperatively with the Department, Park management personnel, and Contractor.
7. **PROJECTS AND SUPPORT.** Artifacts, components, equipment, projects, maintenance and operational needs and devices produced or acquired by Friends to enhance cooperative services or preservation efforts, and/or the visitors' experience at the Park shall be submitted in a timely manner to the Department for its review prior to acquisition by Friends. 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 Friends shall require a separate supplemental agreement signed by the Department and Friends.
8. **COMPLIANCE WITH LAW.** Friends 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.** Friends agrees to indemnify and hold the Department harmless against any and all claims or actions arising from or related to Friends' use of the Park.
10. **MODIFICATION.** This Cooperative Agreement contains the entire agreement and understanding between the Department and Friends with respect to the subject matter hereof. The Department and Friends may modify the terms and conditions of this Cooperative Agreement only by written agreement of the parties.
11. **TERMINATION.** Either party may terminate this Cooperative Agreement in whole or in part when it is determined, after a joint meeting of the parties, that there has been failure to comply with any of the conditions of this agreement. After such meeting, either party shall promptly notify the cooperating party, in writing, of any remaining problems and give 30 days for the other to initiate corrective changes. If, after the 30-day period, the corrective changes are insufficient, the terminating party shall promptly notify the other party in writing of the determination, reasons for termination and the effective date for termination (maximum of 30 days additional to 30-day correction period). This agreement may be terminated at any time by mutual agreement of the parties.
12. **AUDIT.** Upon request, Friends shall provide the Department with an annual financial report, and shall allow the Department to inspect and audit Friends' financial records to the extent necessary to determine compliance with Section 253.095 RSMo, and its requirement that "all net proceeds received from the sale of publications or other materials shall be retained by the organization for use in the interpretative or educational services provided in state parks."
13. **NOTICES.** Any notice herein required to be give to either party shall be deemed properly given if served upon or delivered to such party, or their authorized agent or if mailed by certified mail, postage prepaid, to the address to such party as follows:

If to the Department:

Department of Natural Resources
Division of State Parks
Attn: Director
P. O. Box 176
Jefferson City, MO 65102

If to Friends:

Friends of Camp Zoe, Inc.
c/o Lynn Chipperfield
12415 Betsy Ross Lane
St. Louis, MO 63146

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers as of the dates noted below.

**STATE OF MISSOURI
DEPARTMENT OF
NATURAL RESOURCES**

FRIENDS OF CAMP ZOE, INC.

William J. Bryan, Director
Division of State Parks

Lynn Chipperfield, President

Date

Date