



Memorandum of Understanding

between the
Organization

and the
**Department of Natural Resources
Parks and Recreation Division**

This Memorandum of Understanding (MOU) is intended to provide a framework for a collaborative working relationship between the Michigan Department of Natural Resources (DNR) Parks and Recreation Division (PRD) and (to be referred to as the **Organization**).

This relationship will further the DNR's mission of being committed to the conservation, protection, management, accessible use and enjoyment of the State's natural resources for current and future generations. The Organization shall act in all ways in a manner that reflects positively upon the DNR and shall not speak negatively about the park or the DNR, shall not engage in prohibited political activity in violation of federal or state statutes, and will not provide unqualified or unverified information so as not to alienate or confuse visitors.

Likewise, this MOU will help to further the mission of the Organization.

This MOU, upon being signed by both parties, will be valid for a period of five (5) years. This MOU may be reassessed on an annual basis. At the expiration of the five (5) year period, should no revisions or amendments be necessary and the Parties desire to continue the relationship, the MOU may be automatically renewed for an additional five (5) years. Any revisions or amendments to the MOU must be in writing and approved by both Parties.

As with any Agreement, there is an acknowledgement that instances may arise where a solution to resolve an issue is not addressed in this MOU. It is at those times where PRD staff and **Organization** representatives must come together and work through existing PRD processes to resolve the situation.

I. General Understanding of the Relationship:

- The **Organization** agrees to conduct activities on state land, that occur with the permission of the DNR, in accordance with all relevant management plans, operating policies, service standards, and program guidelines that could reasonably be construed as affecting site operations. The **Organization** agrees to provide its most current set of bylaws to DNR.
- DNR will support and assist the **Organization** in their efforts to improve the facilities, programs, and services offered as well as assist the **Organization** with its efforts in maintenance activities and other improvement projects.
- Organizations can be made up of volunteers, associations, or 501c (3) groups. Friends Groups should make every good faith effort to become a 501c (3) organization, as having this status presents more opportunities for fundraising, access to community resources, and more collaboration opportunities with PRD. Any Organization undertaking fundraising activities must be an established 501c (3) organization.
- **Soliciting Resources:**
To raise funds for park specific related expenses including, but not limited to, park improvements, educational programs and/or recreational activities, the **Organization** will have the ability to raise resources through fundraising activities, events, product sales, or other methods.
- **Concessions/Food Sales**
In instances where DNR may have a concession contract in place, the **Organization** agrees it will not provide goods and services that directly compete with the concession operation.

Where food is prepared and sold to the public by the **Organization**, all applicable state and local laws related to safe preparation and service of foods must be followed. The **Organization** is required to obtain and cover associated costs for any required permits and inspections.
- **Financial Records:**
The **Organization** shall make available a year-end financial report. Examples include, but are not limited to, a Profit and Loss Statement, Annual Report, or 990 Report. Copies of all financial reports shall be maintained by PRD in accordance with State of Michigan record retention schedules.
- **Volunteer Identification:**
The **Organization** volunteers shall wear identification (i.e. shirt with logo, name tags) when participating in official organization activities on state land.

II. Examples of Organization Activities Include, but are not Limited to:

Project Development:

The **Organization** will work with DNR staff in identifying projects or when deciding to make significant investments in capital improvements or purchase of equipment to be used by the public that will benefit DNR and their administrative properties. Ongoing written, electronic communication, or in person is required so projects fit into the DNR strategic goals and master plans, which includes public input into those communication to the Park.

Construction:

No construction, alteration, repair, reconstruction, restoration, or improvement may be made on the site by the **Organization** without first obtaining written approval from the Unit Supervisor/Manager.

Events:

The **Organization** and DNR will work cooperatively in the planning and implementing of events within the site. Events held within the site must be approved by the Unit Supervisor/Manager. The **Organization** shall submit an Event Application/Permit to Use State Land, Form PR 1138.

Marketing and Promotion:

The **Organization** and DNR staff will work cooperatively in the marketing and promotion of park related events and activities, particularly when the DNR logo is used.

III. Responsibilities of the PRD Include, but are not Limited to:

Project Development

DNR will work with the **Organization** in making park improvements, programming, etc.

DNR will provide support for the **Organization** with special events, promotions, and activities when resources/staff are available.

Meeting and Storage Space

DNR may provide a suitable location for monthly Board of Directors Meetings, Annual, and/or General Membership Meetings.

DNR may provide space within the site for storage of materials and/or equipment as necessary for programs and as space allows. The **Organization** should consider having insurance coverage for those items left on site. Items stored on DNR property will be the responsibility of the **Organization**. DNR will not be responsible for any loss or damage of property. The Organization should consider having insurance coverage for those items left on site.

IV. Additional PRD Policies

Insurance:

Insurance requirements can vary based on the type of event/activity held at the site. Early discussions with DNR staff about an event/activity are strongly encouraged to prevent issues from arising later in the planning process.

Insurance required for holding activities and events by the **Organization** is dependent on the type of activity being planned/held by the **Organization**, as well as who is initiating/organizing the activity or event.

Typical activities involving the **Organization**, including trail maintenance, beach and park clean up, workshops, educational activities and other regular, ongoing activities will not require insurance coverage. Activities are considered covered under the State of Michigan Governmental Immunity from Civil Suits, MCL 324.74105.

In instances where the program or event is open to the general public, the **Organization** may be asked to submit an Application/Permit to Use State Land, Form PR 1138. Under these instances, DNR staff can serve as a resource in completing these forms as well as providing additional insurance guidelines.

Depending on the activity, insurance coverage will be required for some sponsored activities or events, such as boat races, foot races, and bike races, construction or rehabilitation projects and other activities that may require engineering or permits to construct. Requirements for insurance are subject to review by the Unit Supervisor/Manager.

The **Organization** may be named on an insurance policy taken out by a second group or party when the second group or party has initiated, or is organizing, an activity or event. In this case, the **Organization** must provide a copy of the insurance certificate with the submitted Application/Permit to Use State Land, Form PR 1138.

When an insurance policy is required, the policy must specifically state that the **State of Michigan, its departments, boards, agencies, commissions, officers, and employees** are included as additional insured.

Again, DNR staff can provide guidance and/or additional resources when there are questions or concerns about insurance coverage.

Authorized Representatives

Organization and DNR shall provide the other with changes to their staff/leadership on a regular basis, or as necessary. **Organization** representative should be invited to PRD meetings when appropriate, just as PRD staff should be invited to **Organization** meetings when appropriate. PRD staff is encouraged to attend regular organization meetings.

Gift and Acceptance Policy:

DNR may accept gifts and donations that fall into the following categories:

1. Monetary (no matter the value)
2. Site furnishings (examples: bench, picnic table, tree)
3. Construction and/or design of a facility (examples: fishing pier, cabin, playground)

When financial contributions or in-kind donations are received for events, projects, or purchases that will be used immediately or shortly thereafter, PRD/DNR staff may accept and acknowledge the donation at their local park level.

When financial contributions or in-kind donations are received that are part of a long-term, significant capital project, or part of a large fundraising campaign, a Gift & Acceptance Agreement must be completed. This agreement is legal and binding necessary to protect both the State and the entity providing the gift. Additionally, these agreements identify the roles and responsibilities of each party as well as clarify the scope and intent of the gift.

1. [Gift & Acceptance Agreement for Monetary Gift or Site Furnishings](#) PR-1612-3e
2. [Gift & Acceptance Agreement for Design and/or Construction of a Facility](#) PR1612e

The documents are to be initiated by the Park Supervisor/Manager where the proposed gift is being given.

Additional information and reference materials may be found at:

1. Parks & Recreation Division procedure for completing a Gift & Acceptance Agreement (pending)
2. [DNR Policy 02.10-31, Gifts and Bequests](#)
3. [DNR Policy 16.01-04, Acceptance of a Gift of Design and/or Construction of a Facility](#)

DNR staff can provide written copies or links to these materials.

Equal Opportunity and Access:

The Michigan Department of Natural Resources (DNR) provides equal opportunities for employment and access to Michigan's natural resources. Both state and federal laws prohibit discrimination based on race, color, national origin, religion, disability, age, sex, height, weight or marital status under the U.S. Civil Rights Acts of 1964 as amended, 1976 MI PA 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended, and the 1990 Americans with Disabilities Act, as amended.

The **Organization** and its members shall adhere to the same policy and not refuse such person(s) any accommodation to facilities, service or privilege offered to or enjoyed by the general public.

Non-Displacement Policy:

Organization volunteers may not be used to replace DNR staff members. They are to be used to supplement the staff in its effort to provide enhanced visitor services.

Addressing Issues and Concerns:

Any concerns or issues should first be discussed with the Unit Supervisor/Manager. If there is no resolve to the issue, a meeting with the District Supervisor and PRD Friends Group Coordinator will be held.

Dissolution:

If matters become unsolvable or cannot be resolved, this MOU can be terminated in writing by either group.

Those organizations that have 501c (3) status will follow the dissolution clause in their bylaws.

IV. Approval//Signatures - DRAFT ONLY

Chairperson, **Organization** Board of Directors
Date

Approved at the **Organization** Board Meeting on _____, as
evidence by the attached Board Resolution.

Date _____

PRD Unit Supervisor/Manager _____ Date _____

FOR OFFICIAL USE

Received by Kristen Kosick,
Chief, Parks and Recs Division

Date

Entered into database

Date