

MEMORANDUM OF UNDERSTANDING
between the
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION
and the
BELLE ISLE CONSERVANCY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 2nd day of December, 2017, between the State of Michigan Department of Natural Resources - Parks and Recreation (MDNR-PRD) and the Belle Isle Conservancy (BIC), and subject to the terms specified in the *Lease between the City of Detroit, as Lessor, and the State of Michigan, by its Michigan Department of Natural Resources, as Lessee of Belle Isle Park* (hereinafter referred to as "Lease," and contained in **Attachment A**), which was executed on October 1, 2013.

TERM OF THE LEASE:

The term of the MOU shall be consistent with the term of the Lease (**Attachment A**) between MDNR-PRD and the City of Detroit to manage Belle Isle Park under Section 4 (4.1 Term.)

BACKGROUND

The City of Detroit, a municipal corporation, is the owner of the Belle Isle Park (Park). Its' Recreation Department, whose address is 18100 Meyers, Detroit, MI 48235, is the Lessor of said Park to MDNR-PRD (Lessee), which is further described in **Attachment A**.

The MDNR-PRD, a division within an agency of the State of Michigan, whose address is Constitution Hall, 525 West Allegan Street, P.O. Box 30257, Lansing, MI 48909, is responsible for developing and maintaining a comprehensive plan for the development of outdoor recreation resources of the state pursuant to MCL 324.70301 et seq. In keeping with the terms of said Lease, the MDNR-PRD manages and operates the Park as a state park, under authority of the Natural Resources and Environmental and Protection Act, 1994 PA 451, MCL 324.70301 and 324.74103.

The BIC, whose address is 300 River Place Drive, Suite 2800, Detroit, MI 48207, is a non - profit corporation formed on January 5, 2012, and has tax exempt status under Section 501(c) (3) of the Internal Revenue Code of 1986. Its mission is to protect, preserve, restore and enhance the natural environment, historic structures and unique character of Belle Isle as a public park for the enjoyment of all, now and forever. Its

Articles of Incorporation are contained in **Attachment B**. At present, there is an estimated need of \$300 million in deferred maintenance and improvements to the Park. Some infrastructure needs are more appropriately funded through the MDNR-PRD's budget and state secured grants, while other projects would be more suitable to be funded through the philanthropic community – foundations, corporations and individuals.

Several planning studies currently exist for the Park and it is the intention of the Parties to evaluate these plans, as well as the Strategic Management Plan being prepared by the MDNR-PRD in collaboration with the BIC, to inform and develop a long-term strategy that benefits the Park. Plans and Studies may be found in **ATTACHMENT I**.

WHEREAS, the purpose of this MOU is to set forth the foundation for a cooperative working relationship between the MDNR-PRD and BIC (together referred to as "Parties"), and to identify the role of each Party in that relationship, as the Parties continue to work together to further the common goals of preserving, restoring, developing, enhancing, rehabilitating, and maintaining the Park. These goals include, without limitation, the design, installation, and maintenance of environmental assets, programming, and historic assets; and,

WHEREAS, the Parties desire to set forth this mutual understanding in the form of a written MOU; and, agrees as outlined below:

GUIDING PRINCIPLES

The Parties set forth the following principles to provide guidance throughout the duration of the relationship of the Parties consistent with term of the lease:

- Align the Park priorities to provide the best experience for all users.
- Efficiently utilize all financial resources to address priorities.
- Align staff resources to avoid duplication of effort and maximize services to the Park and its visitors.
- Protect Park cultural, historic, archaeological, ecological and natural resources.
- Support the partnership and involvement of the other Party.

RESPONSIBILITIES of the MDNR-PRD

The MDNR-PRD agrees to:

- Utilize the Strategic Management Plan to guide all the Park initiatives.
- Manage the Park, in accordance with the lease to provide a world class experience in a safe and clean park.
- Fulfill the terms and specifications of the Lease, including but not limited to, management/operating/programming of the Park, management of an operating budget, planning and executing capital improvements, and seeking funding sources.
- Advocate for an annual appropriation of funds by the Michigan State Legislature to support a portion of Park operations.

- Seek funding in the form of state, federal, and local grants to assist with capital improvement projects on the Park.
- Provide resources and establish an annual operating budget for the Park.
- Establish an annual capital improvement budget for the Park
- Engage the BIC in planning for a capital fundraising campaign, identifying and completing of Park improvements, and in dealing with issues likely to have a measurable impact to the Park.
- Utilize data from the Floristic Quality Assessment, and Forest Management Plan, as a guide when managing the forest vegetation.
- Collaborate with BIC for continued volunteer engagement for appropriate projects that will benefit the Park and support the Belle Isle Park Volunteer Handbook (ATTACHMENT J).
- Coordinate appropriate projects as required by the State Historic Preservation Office
- Allow the BIC to program and fundraise for the Park, including, but not limited to, the Belle Isle Garden Party, Polish the Jewel Legacy Luncheon, Light Up the Aquarium, and Holiday Stroll. These, and other events, will be planned in collaboration with the MDNR-PRD.
- Waive any BIC fees associated with programming and events at the Park when held to benefit the Park.
- Engage the BIC when evaluating newly proposed major events that occur in the Park.
- Work with the BIC in determining the status of events and activities that will require coordination and input as the annual schedule is established.
- Collaborate with the BIC when the BIC has contributed to a project, to provide donor recognition, use of messaging, and use of logo and branding.
- Cooperate with island affiliate organizations (listed in **Attachment D**) to ensure they are able to operate compatibly within park operations.
- Locate the BIC's office in the Park, including storage for tools and equipment (primarily related to volunteer activity).
- Reserves the right to assess, as necessary, the minimum insurance policy limits as set forth below.
- Provide Stewardship guidance and oversight of:
 - Historic and cultural resources
 - Threatened, endangered, and invasive species
 - Ecological and natural resource restoration
- Manage permit use of Park facilities and events.
- Provide planning for capital projects based upon a 5-year prioritized plan in collaboration with the BIC, BIPAC, MDOT and other partners.
- Collaborate with the City of Detroit Parks and Recreation Department regarding appropriate initiatives consistent with the lease.
- Collaborate with City of Detroit Water and Sewer Department, U.S. Forest Service, Friends of the Detroit River and other partners as appropriate.
- Collaborate with public safety teams to manage the Park with involvement from park staff, MDNR-PRD Law Enforcement, Michigan State Police, U.S. Border

- Patrol and the City of Detroit Police.
- Collaborate with state agencies including MDOT, Department of Environmental Quality (DEQ) and the Department of Licensing and Regulatory Affairs (LARA) as well as other agencies.
- Collaborate with other Divisions – Law Enforcement, Forest Resources, Wildlife, Fisheries and others to assist in the management of the Park.
- Be responsible for managing tenant relationships based on individual agreements
- Assist Belle Isle Park Advisory Committee to function as provided for in the Lease.
- Ensure there is appropriate public engagement in the management of the Park.
- Provide meaningful volunteer projects
- Coordinate the Summer Youth Employment Program (SYEP) and Youth Learning Academy at the Park.
- Provide payment on BIC invoices as defined in the MOA in place.

RESPONSIBILITIES of the BIC

The BIC agrees to:

- Contribute to the enhancements of the Park, as provided for in the provisions of this MOU and as a complement to the MDNR-PRD.
- Assist the MDNR-PRD with the development of revenue strategies that could be used to pay for a portion of the annual operations budget of the Park.
- Develop funding tools to ensure long term sustainability of the park, *e.g.*, endowment, etc.
- Develop regularly scheduled programming, including tour programs in collaboration with the MDNR-PRD.
- Continue its efforts, in collaboration with the MDNR-PRD, to research existing conditions, develop plans, secure private support, raise other forms of resources, engage stakeholders, manage volunteers, communicate to the general public, facilitate public/private partnerships, build social capital, and pursue the proper historic designations and recreation facilities.
- Work with MDNR-PRD to assess all physical infrastructures for the purpose of prioritizing project and fund raising priorities with the goal of coordinating private and public support opportunities for Park improvements.
- Identify and coordinate revenue sources for capital projects and other Park amenities and programming.
 - Plan and lead capital campaigns for select capital projects.
 - Develop, plan and lead a fundraising campaign for a philanthropic endowment.
- Collaborate with the MDNR-PRD to engage constituents in identifying priorities and areas of opportunity for the Park.
- Conduct inclusive community engagement activities on a broad scale, and in a manner that supports the goals outlined in the “Purpose” section of this MOU.
- Engage in partnerships with complementary organizations in a manner that creates efficiencies, equitably spreads funding responsibilities, and innovatively meets operational needs of the Park.

- Serve as a fiduciary for government grants procured by MDNR-PRD as appropriate.
- When deemed appropriate and upon mutual agreement, BIC may serve as an administrator of construction contracts and other purchasing and hiring efforts in which MDNR-PRD is limited by statute and other factors.
- Coordinate with MDNR-PRD on all planned annual events and new events to ensure they are consistent with the strategic management plan and the lease.
- In the event the BIC qualifies for alternative funding sources, for example grants for foundations, the MDNR-PRD and BIC will coordinate appropriately
- Utilize, when possible, contract concessionaires already approved for by MDNR-PRD providing services at the Park.

JOINT RESPONSIBILITIES

The Parties agree to:

- Work cooperatively towards the common goals of improvement and enhancement of the Park.
- Create a seamless and reliable communication system through which the public is able to express suggestions, request, inquiries and concerns utilizing a communication plan developed by the Parties with community input.
- Develop a comprehensive annual calendar of events to insure proper scheduling and planning with minimal conflict.
- Collaborate to recruit, manage, and fund a robust volunteer program.
- Collaborate on Park processes, operating budgets and the capital improvement planning.
- Collaborate to plan for maximizing revenue sources for the Park.
- Identify and prioritize mutually agreed upon capital project priorities.
- Use the strategic management project planning process and project planning tool for all project initiatives Ensure the parties are aligned to efficiently maximize services to the public.
- Coordinate regular staff meetings to be held at least 6 times a year facilitated by a member of BIC and the MDNR-PRD Belle Isle Park Manager, starting with bi-weekly meetings.
- Coordinate joint planning and capital campaign meetings to ensure ongoing collaboration between the parties.
- Develop a plan to outreach with other Conservancy directors in an effort to share experiences working with governmental agencies.
- BIC will develop sponsorship agreements in collaboration with the MDNR-PRD Belle Isle Park Manager. The MDNR-PRD Belle Isle Park Manager will have ten (10) business days from receipt to amend or object to sponsorship agreements.
- Develop and submit all major event agreements to the MDNR-PRD Belle Isle Park Manager who will have ten (10) business days from receipt to amend or object to event agreements.
- Collaborate on planning for appropriate concessions that would serve the Park

users.

- Develop an appropriate business plan maximizing sponsorship revenues, including events, space, food and beverage, merchandise and other related items consistent with the mission.
- Manage the solicitation of vendors and concessionaries to augment the recreational opportunities for Park visitors, while adhering to required policies and State laws.
- Develop and evaluate the framework of approving major events and sponsorships, reviewing annually proposed events.
- BIC will engage MDNR-PRD regarding the details of any event or sponsorship and MDNR-PRD will have ten (10) business days from receipt to respond.
- Review Park's operating budget annually and provide comments.
- Collaborate and develop a policy for naming rights of island spaces, assets, and infrastructure with appropriate involvement with the City of Detroit.
- Collaborate with key partners on initiatives to ensure consistency and efficiency in funding and process. Examples are, but not limited to, the Detroit Riverfront Conservancy, Iron Belle Trail, Dequindre Cut, water taxi, etc.
- Coordinate donor support and provide regular updates on potential donors and projects.
- Develop and manage a Park gift guide with a menu of gift opportunities, including small, medium and large scale options.
- Manage in a timely fashion, Memorandums of Agreement (MOA) to operate and manage program projects at the Park, including, but not limited to, the Belle Isle Aquarium.
- Evaluate efforts biannually, in November and May with a jointly developed evaluation tool. Joint summary of evaluation will be provided biannually to BIC President and MDNR-PRD Chief. BIC Board Chair and MDNR-PRD Chief will meet biannually to review evaluation.
- Develop a plan to effectively survey to evaluate public satisfaction with the Park.
- Develop consistent promotion, marketing and communication plans for the public.
- Develop an annual recognition program for staff, volunteers and stakeholders efforts.
- Work collaboratively with the City of Detroit.

DISPUTES Commitment will be made to resolve differences at the Park level between the appropriate staff team members of the BIC and MDNR-PRD. If that is not achievable, after a diligent effort can be demonstrated, the matter will be reviewed by MDNR-PRD Administration and BIC Administration to resolve the difference based upon a full review of the facts and how the resolution enhances the strategic management plan objectives and ultimately the enhancement of the Park.

In the event either Party materially breaches this MOU, upon formal written notice from one Party to the other, a cure must occur within thirty (30) business days. Failure of either Party to cure the breach will result in immediate termination of the MOU, unless

otherwise agreed.

Any uncured breach of this MOU shall be decided by a third party arbitrator to be agreed upon by the Parties. The arbitration will be held in Wayne County, or other such location as agreed by the parties hereto, in accordance with the National Rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Unless otherwise required by law or pursuant to an award by the arbitrator, the parties shall each pay separately its counsel fees and expenses. Notwithstanding the foregoing, the arbitrator may, but need not, award the prevailing party in any dispute its legal fees and expenses.

Nothing contained in this MOU precludes consideration of questions of law nor shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

AUTHORIZED REPRESENTATIVES

- Each Party's Authorized Representative(s) is responsible for administering this MOU and is authorized to give and receive any notice or demand required or permitted by this MOU.
 - **Michigan Department of Natural Resources**
Metro Detroit Customer Service Center
1801 Atwater Street
Detroit, MI 48207
Attn: PRD District Supervisor
(313) 396-6890
 - **Belle Isle Conservancy**
300 River Place Drive
Suite 2800
Detroit, MI 48207
Attn: President
(313) 331-7760

INSURANCE and INDEMNIFICATION

- BIC to provide certificates of insurance listing the **State of Michigan and the City of Detroit, their departments, boards, agencies, commissions, officers, and employees as additional insureds** to the MDNR-PRD. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days prior written notice given to the MDNR-PRD.
- BIC shall obtain **General Liability Insurance**, naming MDNR-PRD, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for

bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the BIC's use and occupancy of the Premises granted in this MOU.

- BIC agrees to maintain a minimum policy limit, in the amount of:
\$500,000 per occurrence for property damage; \$1,000,000 per occurrence for bodily injury
- As may be required by law, BIC shall obtain **Workers' Compensation Insurance** for BIC's employee and/or volunteer claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease, or death of an employee when Workers Compensation may not be an exclusive remedy.
 - Subject to a limit of liability of **not less than \$100,000 each accident.**
- As may be required by law, BIC shall maintain **Automobile No-Fault coverage Insurance.**
- BIC shall report to the MDNR-PRD any incident that may result in personal injury or property damage. The BIC shall make complete reports in writing to MDNR-PRD within twenty-four (24) hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100 are to be reported to MDNR-PRD immediately, by telephone or in person. A written report is to follow as described above.

OTHER CONSIDERATIONS

- A representative from the BIC shall be appointed to the BIPAC, created under the terms of the Lease, to advise the Lessee on implementation of improvements, master planning and public safety for the Park, immediately upon its formation.
- As provided for in the BIC Board of Directors Bylaws a representative of the MDNR-PRD will continue to hold an ex-officio non-voting seat on the BIC Board of Directors.
- Any revenue raised by the BIC from its special events, donations, membership dues, aquarium operations, concessions it may operate, fees it may collect, vendors/contractors it manages, or may manage, endowments it may create, or other initiatives directly tied to its operational duties, shall remain with the BIC, unless otherwise arranged with the MDNR-PRD. Parties agree that the purpose of revenue generation is for investment in the Park.
- As this MOU serves as the foundation to establish general roles and responsibilities of the parties, specific projects and responsibilities, which will need a separate project agreement or MOA are identified in **Attachment H.**

TERM AND OPTION TO TERMINATE

- Upon execution of this MOU by the Parties hereto, the same shall become binding on the Parties and their successors and assigns.
- This MOU shall remain in effect until the expiration of, said Lease between the City of Detroit and the State of Michigan regarding Belle Isle Park, or upon

agreement in writing by both Parties to terminate.

ASSIGNMENT

- Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party and a written agreement, executed and approved by the same Parties who executed and approved this MOU, or their successors in office.

AMENDMENT/MODIFICATION

- Any amendment or modification to this MOU must be in writing and will not be effective until it has been approved and executed by the same Parties who executed the original MOU, or their successors in office.

WAIVER OF DEFAULT

- The failure of a Party to insist upon strict adherence to any term of this MOU does not deprive the Party of the right to insist upon strict adherence to that term, or any term, of this MOU.

SEVERABILITY

- Should any provision of this MOU, or any addenda thereto, be found to be illegal, or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the MOU, and such action shall not affect the enforceability of the remaining provisions of the MOU.

AGREEMENT COMPLETE

- This MOU contains the results of all prior negotiations and agreements between MDNR-PRD and BIC.
- No other understanding regarding this MOU, whether written or oral, may be used to bind either Party.

LIABILITY

- Each Party will be responsible for its' own acts and omissions and the results thereof.
- The liability of MDNR-PRD and BIC will be governed by Michigan Statutes.

LIST OF ATTACHMENTS

Attachment A - Lease between the City of Detroit, as Lessor and the State of Michigan, as Lessee of Belle Isle Park

Attachment B – Articles of Incorporation of the Belle Isle Conservancy

Attachment C – Proposed Partnership, Belle Isle Conservancy and Department of Natural Resources

Attachment D – Specialized Maintenance and Special Care Support Services for Aquarium

Attachment E – MOA Volunteer Coordinator

Attachment F - MOA BIC Aquarium Tanks and OAC Fresh Water Aquarium

Attachment G – MOU Anna Scripps Whitcomb Conservatory

Attachment H - Future MOA's


Attachment I – Plans and Studies

Attachment J – Volunteer Handbook

In WITNESS WHEREOF, the Parties hereto, through their duly authorized agents and representatives, set their hands the day and year first written above.

Signed in the presence of:

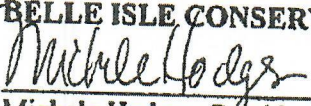
MICHIGAN DEPARTMENT OF NATURAL RESOURCES



Ronald A. Olson, Chief
Parks and Recreation Division

Date: 12/22/17

BELLE ISLE CONSERVANCY



Michele Hodges, President
Belle Isle Conservancy

Date: 1.3.2018