

FRIENDS OF THE LITTLE MIAMI STATE PARK
COOPERATIVE AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES

This Cooperative Agreement between the above-mentioned Friends Group/Organization (the Organization) and the Ohio Department of Natural Resources (the Department) is entered into this 21th day of April, 2025.

WHEREAS, the Department administers and operates the Division of Parks and Watercraft, and is responsible for ensuring the education, protection, and conservation of Ohio's state parks and waterways.

WHEREAS, the Organization is a nonprofit corporation, organized and existing under Ohio law, for the purpose of creating a rewarding user experience on the Little Miami State Park trail by improving its safety, condition, convenience and beauty in a manner consistent with its natural river setting.

WHEREAS, the Organization and the Department desire to form this Cooperative Agreement to mutually support and advance the shared objectives of protecting, conserving, and educating the public concerning Little Miami State Park.

WHEREAS the Organization seeks to use the name, insignia, logo, symbols, and/or other marks of Little Miami State Park in connection with its solicitation of funds and or other items of value from the public to be used to support and advance the objectives and mission of the Department and Little Miami State Park.

WHEREAS, the Department agrees to designate and promote Friends of the Little Miami State Park as an official partner of Little Miami State Park, including by listing Organization on its website, and consents to Friends of the Little Miami State Park use of its name, insignia, logo, and/or symbols subject to the terms of this Agreement and all other requirements set forth by state or federal law, the Ohio Attorney General, any other agreement between the parties,

NOW, THEREFORE, the parties agree as follows:

TERM

1. The term of this Cooperative Agreement shall be two (2) years from the date it is executed by or on behalf of the Chief of the Division of Parks and may be renewed by an Amendment to this Cooperative Agreement within thirty (30) days of the first anniversary with the mutual agreement of both parties.
2. Within thirty (30) days of the execution of this agreement and upon the anniversary of this agreement and before any agreement to renew this Cooperative Agreement, the parties shall meet and discuss the goals and projects that Organization plans to pursue throughout the following year and will establish the parties' respective roles in supporting these goals/projects. Such annual meetings and all associated agreements/understandings shall be documented.

USE OF NAME AND MARKS

3. Organization may use the name, insignia, logo, symbols, and/or other marks of Little Miami State Park in its organizational name Friends of the Little Miami State Park, and about its organizational purposes and/or mission and in its solicitations and public fundraising on behalf of the Park, except that:

a. Organization shall not make any promises or representations regarding how the Department and Little Miami State Park will use such donation without first obtaining express written approval from the Department. The Department may deny approval as it deems necessary and appropriate consistent with the mission and goals of the Department and Little Miami State Park.

b. Organization shall not delegate the authority of the use permitted by section 3 to any person or entity without the prior express written approval of the Chief of the Division of Parks and Watercraft.

c. Organization shall cease using the name, insignia, logo, symbols, and/or other marks of Little Miami State Park

i. Upon dissolution of the Organization;

ii. Upon termination of this Agreement.

TRAINING

4. Organization agrees to attend training offered by the Ohio Attorney General's Office for the lawful operation of non-profit and charitable organizations at least once each year and as requested by the Department of Natural Resources and must comply with all laws, regulations, and requirements of the Ohio Attorney General's Office or State or Federal law.

PROJECTS AND DONATIONS

5. Unless otherwise agreed to in a separate agreement signed by all parties, all donations from Organization to the Park shall, upon receipt, become the unrestricted property of the Department to use as it deems appropriate, in its sole discretion, for the benefit of the Park at or for which the funds were raised.

6. Organization agrees to contribute to the Park or for the benefit of the Park funds or in-kind donations equal in value to the proceeds net of costs generated from any fundraising that:

i. Is conducted on State Park property and/or with the use of state property and resources, including equipment, facility space, and/or staff support.

ii. Is represented to be for the benefit of or on behalf of the State Park or any State Park project or improvement.

7. Nothing in Paragraph 6 shall prevent the Organization from using proceeds from fundraising described in that paragraph to purchase items or services on behalf of and for the benefit of the Park, provided that the Park Manager has approved of such purchases or contributions in writing in advance.
8. Any proposed permanent construction project or alteration to any structures on Department managed facilities shall be approved in writing by the Department before any public solicitation for funding referencing such proposed project or alteration and shall require a separate agreement signed by all parties.
9. The Department reserves the right to refuse, accept, or request modifications to any proposed permanent construction, alteration, or addition to its inventory.

USE OF STATE PROPERTY AND RESOURCES

10. The Department may in its sole discretion agree to provide Organization with temporary, limited use of state property and resources, including equipment, facility space, and incidental staff support.
11. Any significant or prolonged use or lease of state property and/or resources—including without limitation the use of areas within Little Miami State Park for Organization events and fundraisers, storing Organization property, and conducting Organization business, operations, or administration—shall require a separate agreement and/or lease signed by all parties.
12. Organization shall adhere to and comply with all applicable laws and regulations, including permitting rules, concerning the use of state property and resources.
13. The Department may deny, withhold, or revoke Organization's permission to use state property and/or resources at any time for any purpose unless otherwise expressly prohibited by law or separate agreement signed by the Department.

AUTHORITY OVER STATE PROPERTY AND RESOURCES

14. The Department and its authorized employees and/or designees shall have exclusive responsibility for the operation of all state property and resources within its possession and/or control and shall have exclusive discretion to make all decisions regarding the use, maintenance, improvements, and operations of Little Miami State Park.
15. Nothing in this Cooperation Agreement shall be construed to confer any authority over or interest in any State property or resources, including Little Miami State Park to Organization.

GENERAL PROVISIONS

16. COMPLIANCE WITH LAW: Organization shall comply with all applicable federal, state, and local laws, including but not limited to Ohio Wage and hour Laws, Civil Rights Laws, and all laws about non-profit and charitable organizations and public solicitation.

17. HOLD HARMLESS: The Organization agrees to indemnify and hold the Department harmless against any claims or actions arising from or related to the Organization's use of the Department's facilities and any Department-provided staff support.

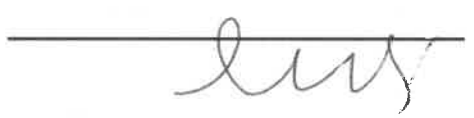
18. MODIFICATION: This Cooperative Agreement contains the entire agreement and understanding between the Department and Organization concerning the subject matter hereof. The Department and Organization may modify the terms and conditions of this Cooperative Agreement only by written agreement of the parties.

19. TERMINATION: This Cooperative Agreement shall terminate if either party provides sixty (60) days advance written notice.

20. NOTICES: Any notice herein required to be given 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

Each party is signing this two-year Agreement effective for the calendar years 2025-2026.

ORGANIZATION NAME
Friends of the Little Miami State Park
OHIO DEPARTMENT OF NATURAL
RESOURCES
DIVISION OF PARKS AND WATERCRAFT

Signature: 
Printed Name: Dick Feldmann
Title: President
Date: April 23, 2025
Signature: 
Printed Name: Tiffany Delmont-Haur
Title: Park Manager
Date: 5/5/25

Address: 9378 Mason Montgomery Rd., STE 395
City: Mason, Ohio
Zip: 45040-8827
Email: President @ FL MSP.org
Telephone: 937-307-4012
Website: LittleMiamiStatePark.org

501c3: ☒ Yes ☐ No Facebook: ☒ Yes ☐ No

ADDENDUM TO THE
FRIENDS OF THE LITTLE MIAMI STATE PARK COOPERATIVE AGREEMENT WITH
THE OHIO DEPARTMENT OF NATURAL RESOURCES

APPENDIX A - FLMSPP Mission and Goals for 2025-2026:

Create a rewarding user experience on the Little Miami State Park trail by improving its safety, condition, convenience and beauty in a manner consistent with its natural river setting.

In support of this mission, the FLMSPP has recently been involved in and intends to continue the following types of activities...

In support of safety:

- Maintain intersection site-lines open so vehicles and trail users can see one another.
- Paint centerlines and "STOP" and other agreed to warnings at intersection approaches.
- Purchase, install and maintain flashing "STOP" signs at dangerous intersections.
- Engage municipalities to paint crosswalks and provide signage on roadways at trail intersections.
- Operate a hotline call system so trail users can report unsafe trail situations
- Trail sentinel program – Operate outreach program to park user community within the park.
- Children's helmet give-away.
- Identify large trees that are dangerously overhanging the trail or are dead and adjacent to trail. We will report conditions to park management for proactively taking down the tree(s). When appropriate and with approval from park management, FLMSPP can hire a professional tree service to remove the tree(s). (Per Limitations, FLMSPP volunteers will not take down standing trees.)

In support of trail condition:

- Encourage community support from trail users to provide funding for trail repaving and other trail condition improvements. This includes outreach to state legislature.
- Periodically blow the trail to remove debris due to storms and during leaf dropping season.
- Grind bumps to smooth out bumps created by tree roots.
- Fill cracks to fill in pavement gaps.
- Repair damaged fences from falling limbs, erosion and wear.
- Clear fallen trees and tree litter that are blocking the trail and berm.
- Clear culverts and ditches to keep water from overflowing on to the trail.
- Excavate, cut, and/or remove tree roots causing bumps in the pavement.

In support of trail convenience:

- Provide portable toilets at trail access points where permanent restrooms are unavailable and during wintertime at the permanent restrooms that are closed in the winter.
- Install benches, so one is available approximately every mile along the trail.
- Communicate trail outages on our web, Facebook and Twitter pages.
- Install and maintain information kiosks along the trail and/or major intersections to include important trail information as well as the display of general and historic trail and park information.

- Attend and support appropriate organized biking, hiking, park and nature events in the state to promote the Little Miami State Park.
- Maintain a trail use count program. Currently contracting with Tri-State Trails.

In support of trail beauty:

- Plant native trees along the trail.
- Control invasives such as honeysuckle, ailanthus, etc. according to timing and methods approved by park manager.
- Create pollinator spaces for native prairie plants.
- Pick up trash.

Financial and Administrative:

- FLMSP is incorporated in the state of Ohio as a 501(c)(3) non-profit organization.
- FLMSP is a 100% volunteer operated non-profit. There is no paid staff.
- In support of these activities, FLMSP will solicit funds from the community. Any funds not required for fundraising and the administration of FLMSP shall be applied to the betterment of the Little Miami State Park. Included in this activity are the purchase and maintenance of tools and equipment used by volunteers to support the above activities.

Special Projects for 2025-2026:

For 2025-2026, FLMSP intends to continue with the typical activities highlighted in the previous paragraphs. Additionally, FLMSP intends to specifically be involved in the following activities. Note that these activities are in progress or in the proposal or planning stage. Those projects in the proposed or planning stage are subject to inclusion or exclusion depending on the results of the planning, design and cost.

- Update signage in information kiosks to metal backed information posters for better longevity.
- Continue planting and maintenance of trees and pollinator garden to replace trees removed by ODNr at Phegley Park and along trail in Morrow, Ohio in conjunction with the Village of Morrow. On-going.
- Develop a Little Miami Scenic Trail rest stop to include an information kiosk, planting of trees, and addition of other amenities at Grandin Road crossing. Proposed.
- Update the painted pavement signs and Mile-Markers along the trail. Planning.
- Plant pollinator areas along the trail. The following locations are on-going projects and FLMSP is investigating additional locations.
- 1) Oregonia – 233'x20' - Educational Garden in collaboration with Eagle Scout Project
- a. 1 Bat house to be placed
- b. 18-19 plots of specific plants used by the Hopewell Indians. Each plot will have signage.
- c. Educational posters to be designed and installed in kiosk
- 2) Near Shelter at Butterworth Historical Marker
- a. Birdhouses, Bat house to be installed
- b. Talking to an Eagle Scout about a single panel kiosk at this location
- 3) Morrow Phegley Park
- 4) 80' section 39.261909, -84.17307, Morrow in collaboration with AmeriCorps.
- a. Prepare and plant native trees & bushes to replace invasive honeysuckle removed by FLMSP.
- Complete replacement of park entry signs at intersections for the entire length of the park. Planning.

- Replacement or patching of sections of aging pavement.
- Maintain Cronolog program at several locations along trail.
- Paint Corwin Restrooms. Planning
- Educational program collaborating with Greenfield Farms/Little Miami Schools collecting native seeds along Little Miami State Park and starting plugs for future prairies/pollinator gardens. Planning

Permissions:

FLMSP board and project leaders will communicate regularly with park management team through monthly board meetings, TrailMail, phone and email as necessary on on-going activities and special projects.

Volunteers may drive on the trail in order to inspect the trail and perform trail maintenance with proper signage and appropriate respect for the trail users.

To support the FLMSP mission to improve the Little Miami State Park, FLMSP maintains four tool caches, where FLMSP tools and equipment are kept and maintained. The Foster tool cache is in the old railroad postal building behind the Foster restrooms, an ODNR owned building. FLMSP and ODNR agree that ODNR allows FLMSP to use this building rent free in 2025-2026 for the continued storage of FLMSP tools and equipment.

FLMSP has recently acquired an excavator for use in the park. In order to properly store and maintain the excavator, along with other tools, FLMSP is developing plans to locate a prefabricated storage building on park land (currently considering at Foster on state property behind the existing barn and shed). FLMSP will continue to develop these plans with input from park management, and when approved by park management, acquire, have delivered, and maintain in the building.

For fund raising, FLMSP maintains "Pipe Safes" along the trail where trail users can place cash donations. The money collected goes into the FLMSP accounts for use in betterment of the park.

FLMSP Volunteers, including volunteer organizations supporting short term group project (Whole Foods, Boy Scouts, etc.), will complete ODNR Volunteer Agreement, Waiver.

In accordance with paragraph 9 of ODNR Volunteer Agreement, Waiver, and Release, volunteers of FLMSP who have completed and files the ODNR Volunteer Agreement, are permitted to use power tools and equipment in the park, whether state owned, FLMSP owned, or personal. This includes tractor, excavator, bump grinder, pole-saws and chainsaws. Chainsaw use is limited to volunteers who are trained and approved by the FLMSP chainsaw trainer or ODNR trainer.

Limitations:

- FLMSP may remove downed trees from the trail or berm as required to allow free trail use. Removal of any downed trees beyond FLMSP volunteer capability will be referred to the park manager for park staff to remove.

Each party is signing this two-year Agreement effective for the calendar years 2025-2026.

ORGANIZATION NAME

OHIO DEPARTMENT OF NATURAL
RESOURCES

Friends of the Little Miami State Park

DIVISION OF PARKS AND WATERCRAFT

Signature: 

Signature: 

Printed Name: Dick Feldmann

Printed Name: Tiffany Delchant

Title: President

Title: Park Manager

Date: April 23, 2025

Date: 5/5/25