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AGREEMENT BETWEEN
THE DEPARTMENT OF NATURAL RESOURCES
AND THE
Friends of Military Ridge Trail, Ltd.

APR 30 1993

BUREAU OF PARKS

This agreement is between the Department of Natural Resources (hereinafter referred to as the "DNR"), acting through the Secretary, and the Friends of Military Ridge Trail, Ltd. (hereinafter referred to as "FRIENDS GROUP"), acting through the President of its Board of Directors or the Board's designee.

WITNESSETH:

WHEREAS, it is the purpose of the DNR to preserve, interpret, and manage its properties for the benefit, education, and enjoyment of the people of the state; and

WHEREAS, the DNR desires to extend its program and services at Military Ridge Trail (hereinafter referred to as "the trail"); and

WHEREAS, FRIENDS GROUP has incorporated to assist the DNR in extending its program and services at the trail,

NOW, THEREFORE, pursuant to authority contained in Chapter 27, Wis. Stats., and in consideration of the mutual benefits which will accrue to the DNR and FRIENDS GROUP, the parties agree as follows:

1. AUTHORIZATION

The DNR authorizes FRIENDS GROUP to provide, and FRIENDS GROUP agrees to provide when able, the hereinafter described services to the visiting public for a period of three years commencing on the day following the ratification of this agreement by the DNR. The agreement will automatically renew for another three-year period on July 1 of the last year, unless reasonable notice of cancellation is given by either party before the date of renewal. The DNR or FRIENDS GROUP reserve the right to terminate this agreement or any part thereof, at any time upon 30 days written notice without the necessity of any legal process, after holding a meeting prior to the termination setting forth the reasons for termination.

An evident and distinct separation shall be maintained between the management and decision-making activities of FRIENDS GROUP and those of DNR. All steps shall be taken to avoid even an appearance that the DNR directs the management or decision-making process of FRIENDS GROUP.

The management and operation of FRIENDS GROUP is subject to all applicable Wisconsin Statutes and the Wisconsin Administrative Code.

2. DNR RESPONSIBILITIES

The DNR will allow FRIENDS GROUP to use facilities at the trail which are designated for the sale of educational and interpretive items for the benefit of the visiting public. Exhibit A. shows the location of such facilities.

A. Sales Items

The DNR shall cooperate with FRIENDS GROUP in the planning and design of merchandise appropriate for sale by FRIENDS GROUP at the facilities provided by the DNR.

B. Facilities

- (1) The DNR shall provide FRIENDS GROUP with offices and storage space and with such sales and other facilities as may be deemed necessary or desirable by the DNR. The DNR reserves the right to relocate or remove any such facilities in order to meet needs of the DNR upon reasonable notice. All facilities shall be subject to the right of the DNR to make such surveys and inspections as it deems necessary.
- (2) The DNR reserves the right to design and construct any new facilities, and shall allow FRIENDS GROUP to review and comment on any plans therefore.
- (3) The DNR shall provide FRIENDS GROUP with incidental utility services at each assigned facility, including water, local phone calls, copies up to 200 per month, electricity, heat, and air conditioning, to the extent these utilities are required for the operation of the building for governmental purposes. All other utilities will be provided FRIENDS GROUP on a reimbursable basis.
- (4) The DNR shall provide all general maintenance and repair services for the state-owned buildings.
- (5) FRIENDS GROUP will be given special consideration in scheduling activities outside the normal building use schedule.

C. The DNR shall designate the property superintendent or the superintendent's designee as liaison or property coordinator with FRIENDS GROUP.

D. Monies donated by FRIENDS GROUP to the DNR shall be expended to support the mission and activities of the trail.

E. The DNR will promote FRIENDS GROUP in appropriate publications and announcements.

3. FRIENDS RESPONSIBILITIES

A. Exclusive Support

FRIENDS GROUP will limit its official activities to the support of the trail.

FRIENDS GROUP may use facilities and equipment within the trail as designated by DNR for its programs and activities for the benefit of the visiting public.

B. Organization

- (1) FRIENDS GROUP's bylaws shall comply with the requirements of the State of Wisconsin. Nonprofit status must be maintained in accordance with state laws and FRIENDS GROUP will make available for inspection, at the request of DNR, documents demonstrating nonprofit status. This agreement will automatically terminate if nonprofit status is lost, or if the bylaws are amended in such a way as to alter the intent of this agreement.
- (2) DNR employees may be members of FRIENDS GROUP, but shall not serve on the board of directors or as treasurer. DNR employees shall not represent FRIENDS GROUP in any matter between FRIENDS GROUP and the DNR.
- (3) The role of the property coordinator is to represent the interests of the DNR and to provide cooperative assistance to FRIENDS GROUP. The coordinator's responsibility to FRIENDS GROUP shall be limited to providing assistance to FRIENDS GROUP activities and serving as liaison between the DNR and FRIENDS GROUP.

C. Interpretive Activities

Interpretive activities engaged in by FRIENDS GROUP must meet DNR standards and be approved by the superintendent.

D. Sales Items

- (1) FRIENDS GROUP shall not sell any item which has not been approved by the property superintendent or designee. Whenever possible and appropriate, FRIENDS GROUP shall sell Wisconsin-made products. FRIENDS GROUP shall allow publications to be reviewed by the DNR for editorial and design quality.

- (2) FRIENDS GROUP is not by this agreement granted the right to sell items, the sale of which would infringe on applicable contract rights of a concessionaire, if any.
- (3) FRIENDS GROUP shall maintain a high standard of quality in all items produced or sold.
- (4) FRIENDS GROUP shall sell items at fair market value and such prices shall be approved in advance by the DNR.
- (5) FRIENDS GROUP shall display the sales items in good taste and in keeping with the general design and decor of the trail.

E. Fund-raising

Fund-raising events and activities sponsored by FRIENDS GROUP shall be approved by the property superintendent or superintendent's designee.

F. Facilities

- (1) FRIENDS GROUP may redesign and renovate existing sales facilities as necessary, including renovation of display structures, furnishing, equipment, signing, display lighting, and lighting in the immediate area of the facility, provided that all plans are approved in advance by the DNR.
- (2) FRIENDS GROUP shall keep the sales facility clean and presentable throughout the work day.
- (3) FRIENDS GROUP shall exercise reasonable care to prevent damage to any DNR property used by it during its operation and shall, insofar as possible, protect all such property.
- (4) The erection of signs and advertising or display materials relating to FRIENDS GROUP is not allowed unless authorized by DNR. All signs, advertising or display materials, and all publications, stationery, and other promotional material issued or used exclusively by FRIENDS GROUP shall be paid for by FRIENDS GROUP.

All these materials shall clearly identify the trail as a property of the State of Wisconsin Department of Natural Resources.

G. Records and Accounting

- (1) FRIENDS GROUP shall conduct its fiscal operations in accordance with accepted business practices, using purchase orders, receipts, invoices, and inventory records.
- (2) FRIENDS GROUP shall submit to DNR a complete financial report, through the superintendent, annually within 90 days following the end of FRIENDS GROUP's fiscal year (January 1 through December 31). The report is not required to include a list of donors or itemized donations. The report shall be accompanied by a written summary of FRIENDS GROUP activities for the year.
- (3) The DNR may review and/or audit the records of FRIENDS GROUP at any time during the term of this agreement with reasonable notice.
- (4) FRIENDS GROUP shall maintain a checking account in its name, and shall deposit proceeds from sales, etc., in the account at least once a month. Only the treasurer or the designee may make the deposits.
- (5) FRIENDS GROUP will provide notice of its meetings in a manner which is reasonably likely to apprise interested persons.

H. Personnel

- (1) FRIENDS GROUP shall provide such personnel as are reasonably necessary to operate the sales facilities as indicated by the level of gross sales. These personnel may include, as necessary, a business office staff, facility managers, and sales clerks. Otherwise, DNR personnel may offer sales items to the public as an incidental supplement to their regular duties.
- (2) FRIENDS GROUP shall designate one member or employee who is authorized to act as liaison with the DNR.
- (3) All FRIENDS GROUP employees and volunteers involved in visitor contact shall be oriented in the Military Ridge Trail's visitor service programs and shall be approved by the superintendent before assuming such responsibilities.
- (4) FRIENDS GROUP personnel are not DNR employees and are not authorized to undertake any DNR function or activity on behalf of the DNR beyond routine

visitor information services and participation in interpretive programs. FRIENDS GROUP employees and members shall not engage in activities which would reasonable lead the visiting public to conclude that they are DNR employees. No FRIENDS GROUP employee or member shall wear a DNR uniform. All FRIENDS GROUP employees and volunteers involved in public contact shall wear some easily observable and readily identifiable indicia of FRIENDS GROUP affiliation while at the trail on FRIENDS GROUP business. If the DNR specifies volunteer uniforms or indicia, they shall be worn by FRIENDS GROUP employees and volunteers while on duty.

- (5) Where applicable, FRIENDS GROUP shall furnish full worker's compensation coverage for its employees and shall comply with all social security and withholding tax laws and rules. A person claiming that the coverage is not required under Chapter 102, Wis. Stats., shall upon request, provide the basis for such opinion in writing to the DNR.

- (6) Nondiscrimination

In connection with the performance of work under this agreement, FRIENDS GROUP agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Except with respect to sexual orientation, FRIENDS GROUP further agrees to take affirmative action to ensure equal employment opportunities. If the annual work force is less than 10 employees, FRIENDS GROUP is exempted from this requirement.

I. Approvals

- (1) Hours of operation, rates and prices, standards of service, and merchandise to be sold shall be subject to the approval of the property superintendent.
- (2) FRIENDS GROUP may at any time make a written request to the property superintendent for such necessary approvals. Failure to disapprove within

30 days of receipt of such written request shall be deemed to constitute DNR approval.

4. INDEMNIFICATION AND INSURANCE

A. General

FRIENDS GROUP will not be required to purchase liability insurance as long as it is engaged only in the sale of books, brochures, and other items related to natural history, or in assisting DNR interpretive programs, or in assisting DNR in minor grounds maintenance projects.

B. Exception

In the event of FRIENDS GROUP sponsorship of events, programs, and projects beyond the scope of those noted in Paragraph A, FRIENDS GROUP shall purchase public liability insurance to be effective during a period of time specified by DNR to provide adequate protection of the state's interests. The liability insurance will name the State of Wisconsin, Department of Natural Resources and its employees, and Friends of Military Ridge Trail, Ltd., as insured in any amount of \$300,000 single limit per occurrence including coverage of \$300,000 for bodily and personal injury and \$25,000 for property damage so that the DNR will be protected from any liability arising out of the activities of FRIENDS GROUP. FRIENDS GROUP shall furnish the DNR with a copy of the insurance policy or a certificate of insurance, to be placed in a file with the agreement, at least two weeks before FRIENDS GROUP begins such events, programs, or projects. FRIENDS GROUP will indemnify the DNR against any cause of action, claim, damage, cost of expense, including reasonable attorney's fees, arising from its management or operation, or from any breach or default by FRIENDS GROUP in the performance of this agreement, or from any negligence of FRIENDS GROUP during such events, programs, or projects. If any action or proceeding is brought against the DNR by reason of any such cause or claim, FRIENDS GROUP, upon notice from the DNR, will defend the DNR by counsel satisfactory to the DNR. If insurance is required, this agreement will be conditioned on the DNR's approval of the insurance policy. Any notice of cancellation of the insurance policy will require notice to the DNR.

C. Copyright Infringement

FRIENDS GROUP, in selling the articles described herein, guarantees that the sale or use of those articles will not infringe on any copyright. FRIENDS GROUP covenants that it will at its own expense defend

every suit which shall be brought against the State of Wisconsin (provided that FRIENDS GROUP is promptly notified of such suit, and all papers therein are delivered to FRIENDS GROUP) for any alleged infringement of any copyright by reason of the sale or use of such articles sold or distributed by FRIENDS GROUP, and agrees that FRIENDS GROUP will pay all costs, damages, and profits recoverable in any such suit.

5. ASSIGNMENT

No transfer or assignment of this agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the DNR Secretary or the Secretary's authorized representative.

6. APPROPRIATIONS

Nothing herein contained shall be construed as binding the DNR to expend any sum in excess of appropriations made by the Legislature, or administratively allocated, for the purpose of the agreement, or to involve the DNR in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocation.

7. MISCELLANEOUS

A. General

The rights and benefits conferred by this agreement shall be subject to the laws of the State of Wisconsin governing the DNR and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions, and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the DNR.

B. Both parties agree to keep this agreement in force when signed by both parties hereto until terminated by mutual agreement or at the option of either party upon three months notice given in writing upon any anniversary date hereof. The agreement shall be reviewed by DNR and FRIENDS GROUP every three years and at such other times as may be required by either party on 30 days written notice.

DNR or FRIENDS GROUP may terminate this agreement upon 30 days written notice to the other party if, after reasonable effort by said party to correct a default, it is determined that conditions still exist contrary to this agreement. In the event of a termination,

FRIENDS GROUP's net assets shall become the property of the Military Ridge State Park Trail's Gifts and Donations Account, or the Wisconsin Natural Resources Foundation.

This agreement is effective between FRIENDS GROUP and DNR with regard to, and only to, the following specified sites, which are collectively referred to throughout this agreement as "Friends of Military Ridge Trail" or "the trail" or "the property", to wit:

(1) Military Ridge Trail

IN WITNESS WHEREOF, the Friends of Military Ridge Trail, Ltd., has caused this agreement to be executed this 19th day of April.

Friends of Military Ridge Trail,
Ltd.

By:

[Signature]
President, Board of Directors

Attested:

[Signature]
Secretary

IN WITNESS WHEREOF, the Department of Natural Resources has caused this agreement to be ratified this 27 day of September, 1993.

Department of Natural Resources

By:

[Signature]
Secretary

Exhibit A

(Map and/or floor plan showing facilities designated for the sale of educational and interpretive items.) Not applicable at this time.