

TRI-PARTNERSHIP AGREEMENT AMONGST THE WISCONSIN DEPARTMENT  
OF NATURAL RESOURCES, DOUGLAS COUNTY,  
AND THE  
FRIENDS OF THE BIRD SANCTUARY, INC.

This agreement (Agreement) is amongst the Wisconsin Department of Natural Resources (hereinafter referred to as the "DNR"), Douglas County (hereinafter referred to as the "County"), and the Friends of the Bird Sanctuary, Inc. (hereinafter referred to as "FOTBS").

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 and the County desire to extend their program and services at the Douglas County Wildlife Management Area (hereinafter referred to as "the property"); and

WHEREAS, FOTBS has incorporated to assist the DNR and the County in extending their respective programs and services at the property,

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

1. AUTHORIZATION

The DNR and the County authorize FOTBS to provide, and FOTBS agrees to provide when able, the hereinafter described services to the visiting public for a period of ten years commencing on the day following the ratification of this Agreement by the DNR. The Agreement shall be renewed for an additional consecutive ten-year periods if mutually agreeable by the DNR, the County and the FOTBS. The County, DNR or FOTBS 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.

An evident and distinct separation shall be maintained among the management and decision-making activities of FOTBS, the DNR, and those of the County. All steps shall be taken to avoid even an appearance that the DNR or the County directs the management or decision-making process of FOTBS and vice versa.

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

2. DNR RESPONSIBILITIES

- A. The DNR shall designate the property manager or the property manager's designee as liaison with FOTBS.
- B. Monies donated by FOTBS to the DNR shall be expended to support the mission and activities of the property as determined by the DNR.
- C. The DNR shall promote FOTBS in publications, web site, and announcements where the DNR deems appropriate.

3. COUNTY RESPONSIBILITIES

- A. The County shall designate the Director the Forestry Department or the Director's designee as liaison with FOTBS.
- B. The County shall allow FOTBS to use facilities at the property. FOTBS shall follow the reservation and payment policies established by the County.
- C. Monies donated by FOTBS to the County shall be expended to support the mission and activities of the property.
- D. The County shall promote FOTBS in publications, web site, and announcements where the County deems appropriate.

4. FRIENDS RESPONSIBILITIES

A. Exclusive Support

- (1) FOTBS shall limit its official activities to the support of the property.
- (2) FOTBS may use facilities and equipment within the property at the discretion of the County for its programs and activities for the benefit of the visiting public.

B. Organization

- (1) FOTBS' bylaws shall comply with the requirements of the State of Wisconsin. Once achieved, nonprofit status shall be maintained in accordance with state laws and FOTBS shall make documents demonstrating nonprofit status available for inspection, at the request of DNR. This Agreement shall 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 FOTBS, but shall not serve on the board of directors or as treasurer. DNR employees shall not represent FOTBS in any matter between FOTBS and the DNR.

- (3) The role of the property liaison is to represent the interests of the County and DNR and to provide cooperative assistance to FOTBS. The liaison's responsibility to FOTBS shall be limited to providing assistance to FOTBS activities and serving as liaison between the County, DNR and FOTBS.

C. Interpretive Activities

Interpretive activities engaged in by FOTBS must meet DNR standards and be approved in advance by the property manager.

D. Publications and Sales Items

FOTBS shall allow publications to be reviewed by the DNR for editorial and design quality. FOTBS shall not sell any item that has not been approved by the property manager or designee.

E. Fund-raising

Fund-raising events and activities sponsored by FOTBS on the property shall be submitted for approval at least two weeks in advance to the property manager or property manager's designee.

F. Facilities

- (1) FOTBS shall exercise reasonable care to prevent damage to any County or DNR property used by it during its operation and shall, insofar as possible, protect all such property.
- (2) The erection of signs or display structures and materials relating to FOTBS is not allowed unless authorized by DNR and the County. All signs or displays and display materials, and all publications, stationery, and other promotional material issued or used exclusively by FOTBS shall be paid for by FOTBS.
- (3) The clubhouse, barns, kennels, restrooms, and related improvements are County owned and operated. The County reserves the right to rent the facilities to other parties and the DNR, County, and FOTBS acknowledges the public's right to use the facilities.

G. Records and Accounting

- (1) FOTBS shall conduct its fiscal operations in accordance with accepted business practices, using purchase orders, receipts, invoices, and inventory records.

- (2) FOTBS shall submit to the DNR and County a complete financial report detailing, as a minimum, all income and expenditures to the property manager, annually within 90 days following the end of FOTBS' fiscal year. The report is not required to include a list of donors or itemized donations. The report shall be accompanied by a written summary of FOTBS activities for the year.
- (3) The DNR and County may review and/or audit the records of FOTBS at any time during the term of this Agreement with reasonable notice.
- (4) FOTBS shall maintain a checking account in its name, and shall deposit proceeds from memberships, donations and other revenue into the account.
- (5) FOTBS shall be responsible for collection and remitting all applicable state sales tax for its sales.
- (6) FOTBS shall provide notice of its public meetings in a manner that is reasonably likely to apprise interested persons.
- (7) FOTBS shall provide notice of its annual meeting to the County.

#### H. Personnel

- (1) FOTBS shall designate one member or employee who is authorized to act as liaison with the DNR and County.
- (2) All FOTBS volunteers involved in visitor contact shall be oriented in the property's visitor service programs and shall be approved by the property manager before assuming such responsibilities.
- (3) FOTBS personnel are not DNR or County employees and are not authorized to undertake any DNR or County functions or activity on behalf of the DNR or County beyond routine visitor information services and participation in interpretive programs. FOTBS employees and members shall not engage in activities that would reasonable lead the visiting public to conclude that they are DNR or County employees. No FOTBS employee or member shall wear a DNR or County uniform. All FOTBS employees and volunteers involved in public contact shall wear some easily observable and readily identifiable indicia of FOTBS affiliation while at the property on FOTBS business. If the DNR specifies volunteer uniforms or indicia, FOTBS employees and volunteers shall wear them while on duty.
- (4) Where applicable, FOTBS 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

and County. When required to furnish full worker's compensation coverage for its employees, FOTBS shall provide a copy of the insurance certificate to the property manager. Any changes in insurance coverage shall require immediate notification to the DNR and County.

(5) Nondiscrimination

In connection with the performance of work under this Agreement, FOTBS 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.

FOTBS further agrees to take affirmative action to ensure equal employment opportunities. If the annual work force is less than 10 employees, FOTBS is exempted from this requirement.

5. INDEMNIFICATION AND INSURANCE

A. General

FOTBS shall not be required to purchase liability insurance as long as it is engaged only in assisting DNR and/or County interpretive programs, or in assisting DNR and/or the County in minor grounds maintenance projects.

B. Exception

In the event of FOTBS sponsorship of events, programs, and projects beyond the scope of those noted in Paragraph A, FOTBS shall purchase public liability insurance to be effective during a period of time specified by DNR and County to provide adequate protection of the state's interests. The liability insurance shall name the State of Wisconsin, Department of Natural Resources and its employees, Douglas County and its employees, and Friends of the Bird Sanctuary, Inc., as insureds in an amount not less than \$1,000,000 so that the DNR and County shall be protected from any liability arising out of the activities of FOTBS. FOTBS shall furnish the DNR and County 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 FOTBS begins such events, programs, or projects. FOTBS shall indemnify the DNR and County 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 FOTBS in the performance of this Agreement, or from any negligence of FOTBS during such events, programs, or projects. If any action or proceeding is brought against the DNR and/or County by reason of any

such cause or claim, FOTBS, upon notice from the DNR and County, shall defend the DNR and/or County by counsel satisfactory to the DNR and/or County. If insurance is required, this Agreement shall be conditioned on the DNR's and County's approval of the insurance policy. Any notice of cancellation of the insurance policy shall require immediate notice to the DNR and County.

- C. No Director, member, employee, agent, contractor or subcontractor of the FOTBS may perform or authorize to be performed any lienable work or service on property owned by Douglas County without the prior written authorization of the Director of Forestry and Natural Resources and the Douglas County Forest, Parks & Recreation Committee. The FOTBS expressly agrees that it will be financially responsible for any such lienable work or service performed on Douglas County property unless specifically agreed upon by the Douglas County Forestry Committee. The FOTBS expressly agrees that it's financially responsible for any such work or service performed without prior authorization.

## 6. 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 and County.

## 7. APPROPRIATIONS

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

## 8. MISCELLANEOUS

The rights and benefits conferred by this Agreement shall be subject to the laws of the State of Wisconsin governing the DNR and Douglas County 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 and/or Douglas County.

IN WITNESS WHEREOF, the Friends of the Bird Sanctuary, Inc., has caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Friends of the Bird Sanctuary, Inc.

By: \_\_\_\_\_  
President, Board of Directors

Attested: \_\_\_\_\_

Position: \_\_\_\_\_

IN WITNESS WHEREOF, the Department of Natural Resources has caused this Agreement to be ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Department of Natural Resources

By: \_\_\_\_\_  
Secretary

IN WITNESS WHEREOF, the Douglas County has caused this Agreement to be ratified this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

Douglas County Forestry Department

By: \_\_\_\_\_  
Director

Douglas County Board

By: \_\_\_\_\_  
Chairman