

**Agreement Between  
The Department of Natural Resources  
and the  
Friends of Lapham of Peak Unit-Kettle Moraine State Forest, Inc.**

This Friends Group Agreement (hereinafter referred to as the "Agreement") is entered into by and between the **State of Wisconsin Department of Natural Resources** (hereinafter referred to as the "Department") and **Friends of Lapham of Peak Unit-Kettle Moraine State Forest, Inc.**, (hereinafter referred to as the "Friends"). The Department and the Friends are sometimes collectively referred to here as "Parties," and The Lapham Peak Unit-Kettle Moraine State Forest, is referred to herein as the "Property." The Property's Property Manager shall be the primary representative of the Department in the management of this Agreement. The primary representative of the Friends shall be the President of its Board of Directors or the Board's designee.

Pursuant to authority contained in Chapter 27, Wis. Stats., and in consideration of the mutual benefits which will accrue to the Department and the Friends, the Parties agree as follows:

1. Department Responsibilities

*It is the purpose of the Department to preserve, interpret, and manage its properties for the benefit, education, and enjoyment of the people of the state. The Department desires to extend its program and services at the named property by entering into this Agreement with the Friends.*

- A. The Property Manager shall be the Department's primary contact with the Friends. The Property Manager or his/her designee shall attend the Friends' regular meetings and official annual meeting.
- B. The Property Manager shall maintain regular communications with the primary Friends contact person.
- C. The Property Manager shall perform a review of mutual goals, activities, needs, and organizational status in accordance with this Agreement at least one time per year.
- D. At least once per year, the Property Manager shall review the Property's master plan to ensure compliance with respect to the following: capital improvements, property maintenance, and programming plans. The Property Manager will use this review to inform the Friends of opportunities for support related to the Property's programming, volunteering and financial needs.
- E. The Property Manager shall approve all of the Friends' proposed interpretive activities to ensure they meet Department standards.

F. Department employees (full-time and limited-term employees) may be members of a Friends group, but are prohibited from serving as directors or officers of the group (see NR 1.71(4)(b)) and shall not represent the Friends with respect to any matters between the Friends and the Department. A Department employee's immediate family members, including his or her spouse, may serve as a member, officer, or on the board of directors for the Friends.

2. Friends Responsibilities

*NR 1.71 requires that the Friends' mission, and activities support, assist and promote the Department's mission at a Department property through the coordination of volunteer services, events, activities and financial support for the Property.*

- A. Friends groups are organized to support the Property and its visitors and will focus and limit their official and fund raising activities to those that benefit the Property and the Department (see NR 1.71).
- B. The Friends shall have and maintain their status as a tax exempt nonprofit corporation in accordance with state and federal laws.
- C. The Friends will provide a list of their regular meetings dates annually to the Property Manager along with a meeting notice to the public and interested parties prior to each regular meeting. The Friends will hold one (1) official annual meeting each year.
- D. The management and operations of the Friends is subject to all applicable Wisconsin Statutes and the Wisconsin Administrative Code, and any failure of the Friends to manage and operate in accordance with required statutes and codes could result in termination of this Agreement.
- E. The Friends will conduct and track its fiscal operations in accordance with accepted business practices.
- F. The Friends will maintain a checking account in its name and shall deposit all proceeds from sales, donations and other revenue into this account at least monthly when there is revenue. Only the Friends' treasurer or its president/treasurer's designee may make deposits. All expenditures and withdrawals of funds shall require the signatures of two (2) board members, unless otherwise stipulated in the Friends' bylaws.
- G. The Friends shall designate one primary contact person and/or the board officers to be in regular communication with the Property Manager.
- H. The Friends members will not represent themselves as Department employees and will limit their activities to volunteer roles. Friends' members will not engage in activities that would lead the visiting public to conclude that they are Department employees. If the Department specifies identification for volunteers through clothing, vests, hats or nametags, Friends members and

volunteers will wear the designated identification while performing volunteer duties at the Property.

- I. The Friends will meet annually with the Property Manager to discuss the Department's and the Friends' goals, as well as future potential projects, events, activities, merchandise sales, and concessions sales designed to support the Department and Property. They will also review the status of the Friends and Property.

### 3. Terms

- A. The Department and Friends shall review the Agreement annually within two months of its anniversary date, or at such other times as may be required by either party upon 30 days written notice.
- B. The Agreement shall commence on the date the Department signed this agreement Oct 10, 2018 and extend until Dec 31, 2023 for a term of five (5) years and may be renewed for one additional consecutive five-year period and an additional three (3) one-year terms unless reasonable written notice of termination is given by either party within thirty (30) days before the date of renewal. Agreements will be updated every ten years to meet current policies and procedures.

### 4. Facility Use

- A. The Friends shall have use of the following Property facilities for Board meetings and annual member meetings: All facilities as available and approved by the Property Manager.
- B. Use of Property facilities for meetings and partnership events will need to be coordinated with and approved by the Property Manager prior to the event. See 11 (A) for special conditions.
- C. Friends may store supplies, equipment and merchandise at the Property in areas designated by the Property Manager that can maintain an identifiable separation between Friends and Department equipment. The Friends may provide separate moveable storage of up to 150 square feet at a location approved by the Property Manager. This does not imply that the Friends will be provided keys or access to a Department shop, office, tools, or equipment. Friends' items with an individual or cumulative value great than \$1,000 shall be insured by the Friends. The Friends assume liability for all stored items owned by the Friends. See 11 (C) for special conditions.

### 5. Sales and Merchandising

- A. The Department reserves the right to initiate a merchandising program independently or with partners with 90-day written notice to the Friends group.

- B. All souvenirs and incidental merchandise items sold by the Friends must be approved by the Property Manager annually and before they order stock for sale at the Property. Such approval shall not be unreasonably withheld by the Department.
  - C. The Friends may sell souvenirs and incidental merchandise on a small and recurring basis through this Agreement. Such merchandise must be related to the Property, nature and/or outdoor recreation. Acceptable examples include but are not limited to: books, clothing, magnets, stuffed animals, glasses, photographs, postcards or ice.
  - D. Friends groups that sell food or drink, commonly purchased non-property related items, that are operating a concession on an ongoing basis, or that sell items or services that have substantial program impact must have an approved mutually agreeable separate concession agreement with the Department before sales begin. Examples of concession sales items include but are not limited to: food or drink services, pre-packaged food or drinks (chips, soda, candy bars, ice cream bars, etc.), firewood, camp store items, bike rental or kayak/canoe/stand up paddle board (SUP) rental.
  - E. The Friends shall coordinate sales and merchandising space with the Property Manager prior to conducting sales. Stock merchandise may be stored on-site and should be approved and coordinated with the Property Manager. The Department is not responsible for loss or theft of stored merchandise.
  - F. The Friends' sale and merchandising program must provide the following:
    - 1. High quality souvenir and other merchandise
    - 2. Adequate stock to resupply displays in peak visitation season; stock may be depleted near end of peak visitation season
    - 3. A way to track sales and revenue
    - 4. A receipting program
  - G. Use of any Department logos must be approved in writing from the Department annually and prior to use. Such approval shall not be unreasonably withheld by the Department.
  - H. The Friends shall follow all applicable copyright laws when selling the articles described herein and guarantee that the sale or use of those articles shall not infringe on any copyright. Friends covenants that it shall at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that the Friends is promptly notified of such suit, and all papers therein are delivered to the Friends) for any alleged infringement of any copyright by reason of the sale or use of articles sold or distributed by The Friends, and agrees that the Friends shall pay all costs, damages, and defend the Department with an approved attorney in any such suit.
6. Donations
- A. Donations from the Friends to the Department shall be approved and accepted in accordance with the Department Gifts and Donations acceptance

policy (Manual Code 1403.11). At least annually, the Property Manager will identify and thank the Friends in writing for their donation of funds, time and/or in-kind work that has resulted in improvements to the Property or visitor experience.

#### 7. Fundraising

- A. The Friends is required to be a nonprofit, federally recognized 501(c)3 organization designed to support the mission and activities of a state park, forest, trail or recreation area as articulated in the Friends' Articles of Incorporation, Bylaws and federal 501(c)3 application. Friends groups under the guidance of a board of directors are legally permitted to fund-raise, sponsor activities, organize volunteers, assist with interpretation, apply for grants for the Property, and make community partnerships to benefit the Property. Friends Groups may also engage the community in the promotion and protection of the Property, support the Property, and embark on large capital campaigns to raise funds for the Property.
- B. Methods of fundraising and the program, event or project the fundraising is directed to must be approved by the Property Manager prior to the commencement of fundraising.

#### 8. Marketing and Publications

- A. The Friends may promote the Department properties and programs to visitors and potential visitors through publications, special events and interpretive programs.
- B. The Friends shall use their website, social media and publications to promote events and activities in accordance with Department and Bureau of Parks and Recreation Management policy and will consult with the Property Manager for any new marketing or social media.
- C. The Friends will work with the Property Manager on signage at the Property for their Friends group, and/or for merchandising. They will get approval from the Property Manager for any additions or changes to such signage. Signage must also meet Department standards.
- D. The Friends will work with the Property Manager to develop content for the Property's newspaper in accordance with Department publication standards.

#### 9. Special Events

- A. Partnership events at the Property co-sponsored by the Friends and the Department do not require Special Event Recreational Use Licenses (Special Event License) from the Department.
- B. If the Friends are the sole host of an event, a Special Event License shall be required.

- C. The parties acknowledge that any Special Event or other use by non-Department groups on Department lands must be, per the Recreation Area Operations Handbook:
  - 1. Within the scope of the Department's mission statement;
  - 2. Allowed by the current master plan for the Property;
  - 3. Non-motorized, if competitive in nature (such as a race);
  - 4. In compliance with all local, state, and federal laws;
  - 5. Conducted at no cost or at a reasonable cost to the Department; and
  - 6. The event is preferred to be Nonprofit in its essential nature.
  
- D. The parties further acknowledge that appropriate insurance coverage is required with a Special Event License in accordance with the terms in the Department's Special Events Recreational Use Application and License (Form 2200-127).

#### 10. Reporting

- A. The Friends shall submit an annual report by April 1 each year in the form of a hard copy or electronic files (preferred) to the Property Manager. The annual report shall include the following:
  - i. Written summary of activities accomplished the previous year
  - ii. Financial report detailing, as a minimum, all income and expenditures. The report is not required to include a list of donors or itemized donations.
  - iii. Proof of current 501(c)(3) federal status
  - iv. Proof of current non-profit status with the State of Wisconsin
  - v. Current contact information for board of directors and officers with primary contact identified (President will be the default)
  - vi. Upcoming year's meeting schedule and event calendar
  - vii. List of all non-liquid assets managed by the Friends
  
- B. The Department may review and/or audit the records of Friends at any time during the term of this agreement with reasonable notice.

#### 11. Special Conditions:

- A. The Friends shall follow the procedures set forth by the Milwaukee Board of School Directors in relation to use of the Hausmann Nature Center as directed by the *Operational Mission and Priorities for the Hausmann Nature Center agreement* between the DNR and the Milwaukee Board of School Directors.
- B. The gift shop within the Hausmann Nature Center shall be operated under an annual concession agreement with the Department and meet condition 11 (A) as described above.
- C. The Property Manager may allow storage space to the Friends group for equipment and supplies in the shed adjacent to the butterfly garden, timing shed and the Peak Nordic shed as approved on an annual basis.

#### 12. Termination

- A. The Department or Friends may terminate this Agreement at any time upon 30 days advanced written notice, outlining, in detail, an explanation for termination.
- B. Department or Friends may terminate this Agreement upon 30 days written notice to the other party if, after reasonable effort by said party to correct a default, if it is determined that conditions still exist contrary to this Agreement. In the event of a termination, Friends' net assets shall become the Property of the property's Gifts and Donations Account per NR 1.71.
- C. The Friends reserve the right to dissolve the Friends group organization at any time, upon 30 days advance written notice to the Department. In the event of dissolution, Friends' net assets shall become the Property of the Property's Gifts and Donations Account, or must comply with Federal 501(c)3 guidelines. Upon dissolution of the Friends group and after notification of the dissolution to the Department, this agreement is also then terminated.

### 13. Insurance

- A. In the event of Friends sponsorship of events, programs, and projects beyond the scope of those noted in (Section 9), Friends shall purchase public liability insurance to be effective during a period of time specified by the Department to provide adequate protection of the state's interests.
- B. The liability insurance shall name the State of Wisconsin, Department of Natural Resources and its employees, and Friends of Lapham Peak Unit-Kettle Moraine State Forest, Inc., as insureds in the minimum amount of \$1,000,000 single limit per occurrence including coverage of \$1,000,000 for bodily and personal injury and \$50,000 for property damage so that the Department shall be protected from any liability arising out of the activities of Friends. Friends shall furnish the Department 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 begins such events, programs, or projects.
- C. Friends shall indemnify the Department 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 in the performance of this Agreement, or from any negligence of Friends during such events, programs, or projects. If any action or proceeding is brought against the Department by reason of any such cause or claim, Friends, upon notice from the Department, shall defend the Department by counsel satisfactory to the Department. If insurance is required, this Agreement shall be conditioned on the Department's approval of the insurance policy. Any notice of cancellation of the insurance policy shall require immediate notice to the Department.

#### 14. General Language

- A. 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 Department Secretary or the Secretary's authorized representative.
- B. Nothing herein contained shall be construed as binding the Department 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 Department in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocation.
- C. The rights and benefits conferred by this Agreement shall be subject to the laws of the State of Wisconsin governing the Department 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 Department.



**IN WITNESS WHEREOF**, the State of Wisconsin Department of Natural Resources has caused this Friends group Agreement to be signed at Madison, Wisconsin, for the Department's Secretary by the Director of the Bureau of Parks and Recreation Management.

State of Wisconsin  
Department of Natural Resources  
For the Secretary

Date Signed 10/10/18

By Ben Bergey  
Ben Bergey, Director  
Bureau of Parks and Recreation  
Management

**IN WITNESS WHEREOF, Friends of Lapham of Peak Unit-Kettle Moraine State Forest, Inc.,** has caused this Agreement to be signed by its President and Secretary.

Date Signed 10/3/18

By   
Louise Borzynski, President

Date Signed 10/3/18

By   
John Hillmer, Secretary