



## The Bayfield Area Trails (BAT) Committee Memorandum of Understanding (MOU)

- I. Background:** The Bayfield Area of northwestern Wisconsin is valued by residents and visitors for its natural beauty, cultural history, and outdoor recreational opportunities on land and water. We respectfully acknowledge that this region is the traditional homeland of the Anishinaabe people, also known as the Chippewa or Ojibwe, who have stewarded this land throughout the generations. Among the land-based recreational opportunities is enjoying trails of all kinds including non-motorized (hiking, Nordic skiing, snowshoeing), mechanized (year-round biking), and motorized (snowmobiling, ATV/UTV). Area residents also use these trails for transportation and health benefits. Trails help build appreciation of the natural world, indigenous traditions, and cultural history. While there are many existing trails for these activities, they are not well connected, nor is there adequate capacity to maintain and manage them. In the spring of 2019, recognizing the needs and benefits of enhancing multiple-use trails, a core group of representatives from local governments and non-governmental organizations (NGOs) in and around Bayfield convened to explore collaboration toward common goals.

This non-binding MOU is intended to serve as a guide to the understandings of the cooperative roles of participating entities in promoting the mission, vision, goals, and objectives expressed in this memorandum. This MOU is not intended to alter the existing authority, rights or claims of any participating entity or representative. This MOU may not be construed as an enforceable agreement nor an exchange of consideration by the participants. This MOU may not be construed as a delegation of any authority to the representatives by their respective agencies who voluntarily participate in this MOU.

- II. Unincorporated Nonprofit Association:** The Bayfield Area Trails Committee is recognized as a Wisconsin unincorporated nonprofit association under [Wisconsin Statute section 184.01\(2\) of the Uniform Unincorporated Nonprofit Association Act](#): “a Nonprofit association means an unincorporated organization consisting of 3 or more members joined by mutual consent for a common, nonprofit purpose. However, joint tenancy, tenancy in common, or tenancy by the entireties does not, by itself, establish a nonprofit association, even if the co-owners share use of the property for a nonprofit purpose.”
- III. Vision:** Bayfield Peninsula trails enhance individual and community wellbeing by connecting people with nature and each other. With a focus on silent sports and inspired by a strong land stewardship ethic, we collaborate with all trail users to advance social, environmental, and economic sustainability.
- IV. Mission:** To sustain and create a high-quality network of diverse trails within the Bayfield Peninsula with active community engagement and support.
- V. Goals: The goals of the Bayfield Area Trails Committee are to:**
- A. Develop and implement a proactive long-term strategy and priorities for trails maintenance and development of Bayfield Area trails;

- B. Provide more outdoor recreation opportunities for residents and visitors, including improved public information and signage;
- C. Promote protection of sensitive resources and quality experiences by locating trails in the appropriate places and with the appropriate uses;
- D. Establish consistent and sustainable support for trails (motorized and non-motorized);
- E. Strengthen coordination and leveraging of resources among relevant government entities, NGOs and trail users;
- F. Build partnerships that better position Bayfield Area trails for grants;
- G. Create a forum and process for addressing trails needs and opportunities;
- H. Increase appreciation, protection, and stewardship of our area's natural and cultural resources;
- I. Work with special event organizers to facilitate quality trail-related events in appropriate locations in a respectful manner.

#### **VI. Scope of Collaboration:**

- A. The Bayfield Area Trails Committee (BAT Comm) focuses first on public lands under the authority of the City, County, Federal, State, Towns, and Tribal governments and NGOs. Where trails development is needed to connect existing trails and/or new publicly accessible lands trails, the BAT Comm will work with willing private landowners to establish trails and easements to ensure long-term access.
- B. Each core participant will designate a liaison to the Committee to develop and coordinate specific activities or programs.
- C. Specific activities and programs implemented shall be subject to availability of funds and the approval of each party's authorized signatory and any other party-required approval processes such as council/board approval. The parties contemplate implementation of programs or activities to support the purposes expressed herein.
- D. Prior to initiating any specific activity or program that would require commitment of funding or additional resources beyond the scope of this MOU, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets.

#### **VII. Participants & Structure:**

- A. Core Participants: The BAT Comm is composed of a core team of liaisons ("core participants") representing government municipalities, non-profit (NPO) and non-governmental (NGO) organizations who own land with public access trail responsibilities. These include designees from the following:
  - 1. Apostle Islands National Lakeshore
  - 2. Bayfield County: Forestry and Parks Department
  - 3. The City of Bayfield: Parks & Recreation Committee
  - 4. The Red Cliff Band of Lake Superior Chippewa: Treaty Natural Resources Division
  - 5. The Town of Bayfield: Town Planning Commission
  - 6. The Town of Bell: Parks & Lands Committee
  - 7. Landmark Conservancy
  - 8. Ashwabay Alliance
- B. Core Participants may be added as signatories to the MOU based upon the following:
  - 1. Meeting the municipality, NPO or NGO criteria;
  - 2. Consensus of the Core Participants.
- C. A Chair will be selected by core participants on an annual basis, starting in January of 2020. The role of the Chair includes:
  - 1. Planning, facilitating, and documenting BAT Comm meetings;
  - 2. Providing support and guidance to subcommittees;

3. Representing the BAT Comm at trails-related meetings/interactions.
- D. Terminology:
1. BAT: The overall partnership embodied under this MOU and overseen by the BAT Comm is referred to as Bayfield Area Trails (BAT). Included under this umbrella are the BAT Comm, subcommittees, volunteers, and other program activities.
  2. As referenced in the vision statement, silent sports are defined as non-motorized recreational activities including: walking/hiking, running, cross-country skiing, snowshoeing, biking, skijoring, dog mushing, and equestrianism.
- E. Trail User Liaisons: To foster cooperation and ownership in trails and to ensure all trail users needs are addressed, the BAT Committee will routinely engage trail users in planning, development, management and communication regarding Bayfield Area Trails. Toward this end, liaisons for various user groups will be invited to participate if/when relevant topics arise, including:
1. Bayfield Chamber and Visitor Bureau (BCVB)
  2. Cornucopia Trails Club (CTC)
  3. Hikers/Walkers
  4. Runners
  5. Road Bikers: (e.g. North Coast Cycling Association (NCCA))
  6. Mountain Bikers & Fat Tire Bikers (e.g. Chequamegon Area Mountain Biking Association (CAMBA))
  7. Nordic Skiers (e.g. Bayfield Nordic)
  8. Snowshoers
  9. Dog mushers
  10. Dog owners
  11. Equestrians
  12. ATV/UTV users
  13. Snowmobilers
- F. Subcommittees: The BAT Comm may establish subcommittees to support mission accomplishment. Subcommittees will be guided by charters approved by the BAT Committee. Subcommittee examples include:
1. Communications
  2. Trails

- VIII. Operations: Meetings & Procedures:** Meetings will generally convene on a monthly basis unless decided otherwise. Decisions will be made by consensus of the core participants present.
- A. Agendas and meeting notes will be the responsibility of the coordinator/chair. Meeting reminders and agendas will be developed and distributed in advance of each meeting. Meeting notes will be taken and distributed to core participants within 10 days after the meeting.
  - B. Each liaison is responsible for keeping their organization informed of BAT Comm activities and to seek approvals when needed.
  - C. Members of the public will always be welcome; although, as a standard practice, meetings will not be broadly publicized.
  - D. Public communications will be facilitated through a variety of channels including the Bayfield Area Trails website, social media (e.g. Facebook), and trail signage.
  - E. An outreach “newsletter” will be produced and distributed at least once a year.
  - F. An annual Trails Forum will be convened to provide public information, gather public input, engage volunteers, foster support, and build ownership.
- IX. Trails Planning & Management:** Trails planning and management will be done with full public disclosure and involvement. Building cooperative relationships with willing landowners is

essential. This will include vetting decisions, plans, and products through each participant's governmental entity (e.g. City, County, Federal, State, Town, and/or Tribal Council governments).

**X. Budget & Resources:**

- A. Core participants are not obligated to provide funding.
- B. The BAT Comm encourages pooling resources (in-kind and dollars) toward common priorities to the greatest extent possible in collaborating on the purposes of the MOU.
- C. The individual participating entities of the BAT Comm may pursue additional funding and resources toward individual or common priorities. Potential sources include: grants, donations, in-kind contributions (labor, equipment, materials), internships, technical assistance.
- D. As the BAT Comm is registered as an unincorporated nonprofit association in the State of Wisconsin, a fiscal sponsorship agreement has been established with Recreation and Fitness Resources (RFR), a 501c3 nonprofit under IRS rules. Under this agreement, RFR receives and administers funds received from grants and donations on behalf of BAT Comm for priority projects.
  1. The BAT Comm Chair will provide budget reports related to the RFR-administered funds to the BAT Comm at least twice per year.
- E. Should the BAT Committee agree to a joint project that crosses jurisdictional boundaries and requires commitment of funds and/or administration of funds (e.g. receipt of funds, paying bills, reporting requirements), including grant funds, the participants will enter into a project-specific agreement that documents roles and responsibilities for the project.
- F. Engaging Volunteers for Trails Stewardship:
  1. Volunteers are at the center of achieving the BAT Comm Vision and Mission including:
    - a. The Trails and Communications Subcommittees;
    - b. Planning and implementing trail maintenance and construction projects;
    - c. The Adopt-a-Trail program;
    - d. Other activities as needs arise.
  2. The BAT Comm provides leadership, encouragement, guidance and support to volunteers and their activities. These functions are carried out primarily by the BAT Comm Chair and Trails Subcommittee.
  3. The volunteers are referred to as Bayfield Area Trails Volunteers

**XI. Term, Renewal, and Amendment:**

- A. Duration: This MOU shall remain in force for five years from the date of last signature (July 2020).
- B. Termination: Any party may terminate its participation and withdraw from the MOU by providing 30 days advance written notice to the Chair of the Committee.
- C. Review: The participants may review this MOU on an annual basis at the first meeting of the BAT Committee of each calendar year, and at such other times as the participants or their respective organizations may desire, for purposes of evaluation.
- D. Amendments: Any changes recommended by the Committee that could have financial or legal implications for the signatories will be presented to their respective organizations for written approval.
- E. Use of Names: Except in promoting the activities described in this MOU among its constituents, neither party may use the name of any other party in any form of advertising or publicity without express written permission of the other party. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the party's liaison.

F. Non-Binding Obligations. With the exception of this Article X and Article XI, this MOU is not intended to create any legally enforceable representations nor binding obligations on any signatory party, but, rather, is intended to facilitate discussions regarding general areas of cooperation.

**XII. Authorized Signatories:** Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated (NOTE: *Signatories did not include date of signing; the month of signature has been inserted; signature pages attached*).

Signed August 2020  
Tribal Chair, Red Cliff Band of Lake Superior Chippewa

Signed August 2020  
Superintendent, Apostle Islands National Lakeshore

Signed September 2021  
Administrator, Bayfield County

Signed August 2020  
Mayor, City of Bayfield

Signed August 2020  
Executive Director, Landmark Conservancy

Signed August 2021  
Chair, Ashwabay Outdoor Education Foundation Board

Signed January 2022  
Chair, Town of Bell

Signed March 2022  
Chair, Town of Bayfield Date