

**General
Agreement
Among
National Park Service – North Country National Scenic Trail,
Wisconsin Department of Natural Resources,
And
North Country Trail Association.
Regarding North Country National and State Scenic Trail**

THIS GENERAL AGREEMENT ("Agreement") is made and entered into by and between NORTH COUNTRY NATIONAL SCENIC TRAIL, a part of the UNITED STATES DEPARTMENT OF INTERIOR (hereinafter referred to as "DOI"), NATIONAL PARK SERVICE (hereinafter referred to as "NPS"), the WISCONSIN DEPARTMENT OF NATURAL RESOURCES, (hereinafter referred to as the "DNR"), and the NORTH COUNTRY TRAIL ASSOCIATION., (hereinafter referred to as "NCTA") for the purpose of cooperating in the completion and long-term management of the North Country National Scenic Trail (hereinafter referred to as the "Trail"). These three partners are collectively hereinafter referred to as the "Partners" or "Parties".

ARTICLE I - BACKGROUND AND OBJECTIVES

WHEREAS, the National Trails System Act of October 2, 1968, [82 Stat. 919; 16 U.S.C. 1241] and subsequent amendments, calls for establishing trails in both urban and rural settings for people of all ages, interests, skills, and physical abilities. Then more specifically in SEC. 3. [16USC1242] (a)(2) of the Act, "National Scenic Trails...will be extended trails so located as to provide for maximum outdoor recreation potential and for the conservation and enjoyment of the nationally significant scenic, historic, natural, or cultural qualities of the areas through which such trails may pass...";

WHEREAS, The North Country National Scenic Trail is legislatively mandated by Congress. On March 5, 1980, Congress amended the National Trails System Act, hereinafter referred to as the "Act", to authorize and establish the North Country National Scenic Trail, hereinafter referred to as the "Trail", as a component of the National Trails System [94 Stat. 67; 16 U.S.C. 244(a)(8)]. Following the 2018 passage of the John D. Dingell, Jr. Conservation, Management, and Recreation Act; the Trail currently extends nearly 5,000 miles from its Eastern terminus connection with the Appalachian Trail in Vermont, to the Missouri River in North Dakota, in the vicinity of Lake Sakakawea State Park and Garrison Dam. The Secretary of the Interior is assigned administrative responsibility for the Trail.

WHEREAS, The Act also provides, in Section 7(h) [16 U.S.C. 1246(h)], that when determined to be in the public interest, the Secretary of the Interior may enter into written cooperative agreements with States or their political subdivisions, landowners, private organizations, or

individuals to operate, develop, and maintain any portion of a national scenic trail either within or outside a Federally-administered area.

WHEREAS, The Act also provides, in Section 7(d) [16 U.S.C 1246(d)], within the exterior boundaries of areas under their administration that are included in the right-of-way selected for a national recreation, national scenic, or national historic trail, the heads of Federal agencies may use lands for trail purposes and may acquire lands or interests in lands by written cooperative agreement, donation, purchase with donated or appropriated funds or exchange.

WHEREAS, The Act also provides, in Section 9(b) [16 U.S.C. 1248(a)], the Department of Defense, the Department of Transportation, the Interstate Commerce Commission, the Federal Communications Commission, the Federal Power Commission, and other Federal agencies having jurisdiction or control over or information concerning the use, abandonment, or disposition of roadways, utility rights-of-way, or other properties which may be suitable for the purpose of improving or expanding the national trails system shall cooperate with the Secretary of the Interior and the Secretary of Agriculture in order to assure, to the extent practicable, that any such properties having values suitable for trail purposes may be made available for such use.

WHEREAS, The Secretary of the Interior has delegated overall administrative responsibility for the Trail to the National Park Service (NPS). The NPS, in cooperation with public and private interests, completed a Comprehensive Plan for Management and Use of the Trail in September 1982. The NPS is responsible at the Federal level for carrying out the provisions of the Act as they relate to the Trail by coordinating, guiding, and assisting the efforts of others to acquire, develop, operate, protect, and maintain the Trail in accordance with the Comprehensive Plan. The NPS along with other Federal Agencies has authority to acquire lands for the trail from "willing sellers", subject to appropriation of funds by Congress for this purpose.

WHEREAS, the Act authorizing the Trail mandated the NPS to do the following: establish and administer the trail; provide uniform Trail markers to cooperating nonfederal agencies, and require such agencies to erect and maintain them in accordance with standards established; encourage State and Local governments to enter into agreements with landowners, private organizations, and individuals to provide the necessary Trail right-of-way, or to acquire such lands or interests therein to be utilized as segments of the trail [16 U.S.C. 1246(h)]; provide for the development and maintenance of the Trail within federally administered areas and cooperate with and encourage the State to operate, develop, and maintain portions of the Trail located outside federally administered areas; encourage and assist volunteers and volunteer organizations to plan, develop, maintain, and manage the Trail and utilize the Volunteer in the Parks Act of 1969 in furtherance of the purposes of the Trail;

WHEREAS, the Act provides that the development, operation, and maintenance of the Trail shall be a cooperative venture or partnership between public and private entities, with special emphasis on the participation of volunteers;

WHEREAS, The North Country Trail Association (NCTA) is a private, nonprofit corporation composed of individual members, chapters and affiliated organizations united in achieving its mission. It was formed in 1981 and incorporated in the State of Michigan on April 8, 1985, under Act 162, Public Acts of 1982, pertaining to nonprofit corporations. NCTA's Restated Articles of Incorporation were filed with and endorsed by the State of Michigan in 2014. NCTA's mission is to develop, maintain, protect and promote the North Country National Scenic Trail as the premier hiking path across the northern tier of the United States through a trail-wide coalition of volunteers and partners. It does this primarily through coordinating, uniting, and empowering volunteers and partner organizations, landowners, and agencies along the length of the trail.

WHEREAS, The North Country National Scenic Trail has strong historical ties to the state of Wisconsin. One of the original sections of Trail was established in the Chequamegon National Forest in 1966.

WHEREAS, the DNR is the State agency responsible for providing and maintaining outdoor recreation resources of statewide significance, including trails, in Wisconsin. The Statewide significance of the Trail and the involvement of State recreation facilities in the route of the Trail form the basis for the DNR's participation in development and management of the Trail;

WHEREAS, in 2000, the Wisconsin Natural Resources Board formalized the DNR role in the Trail by approving the Trail as a State Trail under s 23.175;

WHEREAS, the NPS is responsible for overall administration, planning, compliance, interpretation, signage, and some land acquisition. DNR acquires land for and manages the Trail on its land, supports planning and development, and provides grants to the NCTA and others for acquisition and maintenance. The NCTA takes the leadership role in coordinating and securing the involvement of private interests and private sector resources in the planning, development, operation, maintenance, and protection of the Trail.

WHEREAS, The WI segment of the Trail extends 215 miles from Jay Cooke State Park on the MN/WI border to the WI/MI border near Saxon Harbor. At present, 140 miles of the Trail is off road, with 74 miles remaining on road. The Trail traverses pine forests and barrens and features scenic waterfalls, historic waterways, open prairies, boglands and inspiring vistas.

WHEREAS, the Trail is a partnership project with multiple landowners along its 215-mile route through Wisconsin (see *Map 1*). Landowners such as Tribes, DNR, NCTA, NPS, USFS, USFWS, 4 Wisconsin Counties, Municipalities, Non-profits and private landowners make up the large variety of entities that manage portions of the Trail. These different landowners have different missions and different approaches to management; therefore, three key documents have been developed over time which provide the overriding guidance for the Trail;

WHEREAS, in 1982, the *Comprehensive Plan for Management and Use* was written by NPS and NCTA, for the purpose of administering and managing the Trail; (See Attachment A);

WHEREAS, in 2015 the *Foundation document* for the *North Country National Scenic Trail* was developed by NPS to provide basic guidance for planning and management decisions (See Attachment B);

WHEREAS, in 2018 the *North Country Trail, Handbook for Planning, Design, Construction, and Maintenance* was written by NPS and NCTA for the purpose of Trail Design, Construction & Maintenance (See Attachment C);

NOW, THEREFORE, in consideration of the foregoing, NPS, DNR, and NCTA enter into this Agreement for the purpose of cooperating in the completion and long-term management of the Trail.

ARTICLE II – AUTHORITY

NPS:

NPS Organic Act: (54 USC 100101) established the NPS, an agency of the United States Department of Interior and was signed into law on August 25, 1916. The Act "shall promote and regulate the use of the Federal areas known as national parks, monuments, and reservations hereinafter specified by such means and measures as conform to the fundamental purpose of the said parks, monuments, and reservations, which purpose is to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations". This Act authorizes the NPS to take actions in furtherance of the NPS mission and authorizes the NPS to accept donations and bequests of money or other personal property.

National Trails System Act (16 USC 1241-1251), Section. 1. [16USC1241] This Act may be cited as the "National Trails System Act". Section. 2. [16USC1241] (a) In order to provide for the ever-increasing outdoor recreation needs of an expanding population and in order to promote the preservation of, public access to, travel within, and enjoyment and appreciation of the open-air, outdoor areas and historic resources of the Nation, trails should be established (i) primarily, near the urban areas of the Nation, and (ii) secondarily, within scenic areas and along historic travel routes of the Nation which are often more remotely located.

Agreements to Operate, Develop, and Maintain Portions of National Trails (16 U.S.C. § 1246(h)(1)): The National Trail System Act authorizes the Secretary to enter into agreements, including agreements providing limited financial assistance, to encourage acquisition, protection, operation, development, and maintenance, of national recreation, national scenic, or national historic trails located both within and outside the boundaries of federally administered areas. Such agreements may be with States or their political subdivisions, landowners, private organizations, or individuals.

Omnibus Public Land Management Act of 2009: Acquire lands for the Trail either independently or in partnership with other public and private interests, utilizing the "willing

seller” land acquisition authority enacted by Congress on March 30, 2009, as part of Public Law 111-11, the Omnibus Public Land Management Act of 2009. This “willing seller” language for the Trail is found in (16 U.S.C. 1244(a)(10)).

DNR:

The following state statute authorizes the DNR to enter into this agreement related to the Trail:

s 23.09(2)(d)12 <https://docs.legis.wisconsin.gov/statutes/statutes/23/09>

s 23.175 <https://docs.legis.wisconsin.gov/statutes/statutes/23/175>

Natural Resources Code:

NR 45 https://docs.legis.wisconsin.gov/code/admin_code/nr/001/45

NR 1.29 https://docs.legis.wisconsin.gov/code/admin_code/nr/001/1/29

NCTA:

The NCTA’s corporate bylaws provide the authority to the Executive Director to enter into this Agreement.

ARTICLE III - STATEMENT OF WORK

The Partners agree to coordinate work to establish and manage the Trail in accordance with the following tables and appendices, and commit to carrying out various tasks and roles relating thereto, according to the following tables:

PARTNER ROLES
PLANNING FOR THE NORTH COUNTRY TRAIL

Wisconsin DNR	National Park Service	NCTA
<ol style="list-style-type: none"> 1. Commit staff to: <ol style="list-style-type: none"> a. Participate in Trail planning core teams b. Lead master planning on State North Country Trail Areas (SNoCTAs) c. Coordinate DNR efforts on acquisition decisions to implement plans d. Provide technical assistance for site planning 2. Include and integrate the Trail in DNR-led planning projects. 3. Ensure that all DNR-led planning complies with State laws and regulations and coordinate with NPS on compliance with Federal requirements. 4. Provide Natural Heritage Inventory (NHI) information to inform and guide North Country Trail planning efforts related to endangered resources. 5. Act as primary liaison with state agencies such as the Wisconsin Department of Transportation and notify the other parties of projects that may affect the Trail. 6. Use all appropriate opportunities to help ensure that the Trail is integrated into local planning efforts. 7. Use every available opportunity to ensure that the Trail is incorporated into all appropriate County Forest plans. 	<ol style="list-style-type: none"> 1. Lead/Coordinate the North Country Trail planning and protection processes <ol style="list-style-type: none"> a. Establish and lead a "Core Team" for trail planning and trailway protection strategy processes. b. Lead Trail related planning process where federal undertaking applies. c. Manage trail planning contracts to ensure planning meets the appropriate level of compliance, etc. d. Monitor and report progress to Partners. 2. Include and integrate the Trail in other NPS led planning processes. 3. Ensure that all planning complies with Federal laws and regulations and coordinate with DNR to ensure it complies with Wisconsin regulatory requirements. 4. Enter into an NHI data sharing agreement as appropriate with DNR's Natural Heritage Conservation program; use NHI data to generate maps and other information and materials needed to inform the corridor planning process. 5. Act as primary Liaison for Federal agencies. 6. Use appropriate opportunities to help 	<ol style="list-style-type: none"> 1. Commit staff and recruit volunteers to participate in planning process and core teams. 2. Contact landowners as part of the planning process with the guidance of the core team. 3. Participate in the Trail planning process. Advise and assist the NPS and the DNR in planning the Trail route corridor, as well as any temporary routes that may become necessary. 4. Utilize all appropriate opportunities to help ensure that the Trail is integrated into local planning efforts. 5. Assist State with ensuring that the Trail is incorporated into all appropriate County Forest Plans.

	<p>ensure that the Trail is integrated into local planning efforts.</p> <p>7. Assist State with ensuring that the Trail is incorporated into all appropriate county Forest Plans.</p>	
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PARTNER ROLES
FUNDING FOR THE NORTH COUNTRY TRAIL

Wisconsin DNR	National Park Service	NCTA
<ol style="list-style-type: none"> 1. Provide DNR staff support: <ol style="list-style-type: none"> a. Corridor planning b. Trail implementation c. Land acquisition d. Managing SNoCTAs e. Technical assistance related to the Natural Heritage Inventory f. Trails coordination g. Policy interpretation and guidance h. Additional staff support as needed 2. Provide opportunities for governmental funding for Trail improvements, development and infrastructure on DNR lands, through capital development and grant programs. 3. Provide land acquisition funding (Stewardship Program and Federal LWCF grant funds) for: <ol style="list-style-type: none"> a. DNR acquisitions b. Grants to local governments c. Grants to nonprofit conservation organizations 5. Seek accommodation of North Country Trail in other state or state-assisted projects and programs. 6. Provide funding for long-term stewardship of DNR-held easements and fee lands to the extent that funding and resources allow. 7. Support Partner funding initiatives. 	<ol style="list-style-type: none"> 1. As available, provide funding and/or supplies for the North Country NST to support operations, administration, interpretation, and planning such as: <ol style="list-style-type: none"> a. Assistance to partners for operational needs via cooperative agreements. b. Signage, such as the Trail logo, brochures such as Unigrid/Trail Map brochure, etc. 2. Communicate/facilitate opportunities for funding Trail-related improvement projects, supply letters of support and project reports where possible for non-governmental grant opportunities for Partner organizations. 3. Support NPS Volunteers-In-Parks (VIP) program activities as funding allows. 4. Utilize NPS funds for Trail related development, maintenance, and other projects as funding allows. 5. Coordinate/administer Federal Land and Water Conservation Fund appropriations for North Country Trail. 6. Seek funding through internal Federal programs as appropriate. 	<ol style="list-style-type: none"> 1. Seek and secure public and private funding for NCTA programs, events, and operations. 2. Advocate for congressional and legislative appropriations and actions that benefit the Trail.

	<ol style="list-style-type: none">7. Seek accommodation of North Country Trail in other Federal or Federally assisted projects and programs such as highway or dam re-licensing projects.8. Support long-term stewardship of NPS-held easements and fee lands to the extent that funding and resources allow.9. Support Partner funding initiatives as appropriate.	
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PARTNER ROLES

DEVELOPING, STEWARDING AND MANAGING THE NORTH COUNTRY TRAIL

Wisconsin DNR	National Park Service	NCTA
<ol style="list-style-type: none"> 1. Coordinate development, maintenance, stewardship, and management of the North Country Trail on DNR managed properties and facilitate North Country Trail on State properties not managed by the DNR. This should be done in accordance with the <i>North Country NST Handbook</i> standards. 2. Provide technical assistance and materials for development, maintenance, stewardship, and management on DNR owned properties where the NCTA or others will develop and maintain the trail. 3. Develop and implement a policy and process that addresses the long-term management and stewardship of State North Country Trail Areas (SNoCTA). 4. Allow for the development of the North Country Trail on State North Country Trail Areas per s 23.175. The location of the Trail and the specifications for trail development shall be agreed to by the Partners. This should be done in accordance with the <i>North Country NST Handbook</i> standards. 5. Review and approve certification applications to NPS for Trail segments on State property. 6. Collaborate with Partners on GIS data. 7. Acknowledge NPS North Country National Scenic Trail VIP Program as 	<ol style="list-style-type: none"> 1. Coordinate and assist in the development, maintenance, stewardship, and management of the North Country Trail on NPS managed properties and facilitate same on properties not managed by NPS. This should be done in accordance with the North Country NST Handbook standards. 2. As funding and resources allow, provide technical assistance to public and private partners for trail planning, acquisition, development, operation, maintenance, stewardship, protection, and interpretation. 3. Direct the NPS Volunteers-In-Parks (VIP) program and support VIPs who are conducting work related to the NPS North Country National Scenic Trail. Status as an official NPS volunteer is contingent upon adhering to all NPS policies and NPS VIP Program requirements. 4. Work in conjunction with partners to ensure the safety, health and wellness of volunteers and staff working on Trail projects. Provide Risk Management "Best Practices" resources consistent with NPS law, policies, and guidelines to VIPs and staff working on Trail related projects. Risk Management Best Practices include but are not limited to: 	<ol style="list-style-type: none"> 1. Serve as the primary for trail development, management, construction, maintenance, and stewardship of the North Country Trail on Partner managed properties, including bridges and boardwalks on DNR managed lands, and on other private lands. This should be done in accordance with the <i>North Country NST Handbook</i> standards. Maintain records of bridges and boardwalks including scope of work, location, and construction cost. 2. Provide training, services, staff and volunteer support for Trail development, maintenance, stewardship, and management of the Trail. 3. Lead Volunteers-In-Parks in the shared stewardship of the Trail (NCTA and NPS have a Cooperative Agreement authorizing the joint management of the NOCO VIP program). This includes, but is not limited to, recruiting, organizing, training, and directing volunteers to work on the trail and projects directly related to the Trail. Collaborate with NPS to ensure that volunteers perform duties consistent with DO/RM-7 requirements, Volunteers have a current, signed NPS Individual Volunteer Agreement (or Group Volunteer Agreement) completed or on file with the NPS. Consistent with NPS Volunteer annual reporting requirements, provide volunteer statistical data to the NPS, by or prior to Oct. 15 of each year.

<p>sufficient training and documentation for volunteer contributions toward developing, stewarding and maintaining the Trail on DNR lands.</p> <p>8. Appoint a representative to act as a North Country Trail clearinghouse for dissemination of Trail information and to help identify and coordinate additional staff resources.</p> <p>9. Complete DNR required reviews and documentation for North Country Trail development projects on DNR lands.</p> <p>10. Provide technical assistance related to natural heritage inventory, including formal Natural Heritage Inventory Reviews, during the corridor planning and Trail layout planning processes.</p> <p>11. Develop camping opportunities and infrastructure improvements on State-owned lands to facilitate long-distance hiking of the North Country Trail.</p> <p>12. DNR land managers will work with NCTA staff to obtain necessary compliance permits and meet permit requirements.</p> <p>13. Provide technical assistance and training to Partners for resource management practices, including exotic plant removal and the protection and enhancement of rare and endangered plants, animals, and community types.</p> <p>14. Collaborate with Partners in the</p>	<p>NPS Operational Leadership and/or Trail Safe! educational materials and trainings; Job Descriptions and corresponding Job Hazard Analyses for all sponsored work activities; safety-related Standard Operating Procedures (SOPs) and managing reports received of work injuries and "near miss" accidents.</p> <p>5. Coordinate and certify Trail segment applications and provide official North Country NST markers.</p> <p>6. Participate in the development of policies that addresses long-term management of the Trail as appropriate and as funding and resources allow.</p> <p>7. As funding allows, provide a Resource Management or similar staff position for the North Country Trail pending NPS approval.</p> <p>8. Participate in the development of a policy that addresses long-term management and stewardship of State North Country Trail Areas.</p> <p>9. Provide VIPs with tools, equipment, and signage as funding allows. Tools and equipment furnished by NPS will be on a loan basis. Tools and equipment will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement.</p> <p>10. Complete required National</p>	<p>4. Work in conjunction with NPS to ensure the safety, health and wellness of NPS VIPs, other volunteers, and NCTA staff working on Trail projects. Strive to ensure Risk Management "Best Practices" such as: following the tenets of NPS Operational Leadership and/or Trail Safe!; fostering awareness and understanding of Job Descriptions and corresponding Job Hazard Analyses for NCTA sponsored work activities; make safety-related Standard Operating Procedures (SOPs) available to volunteers and incorporate these safety messages in tailgate briefings prior to sponsored work activities; report volunteer work injuries and known "near miss" accidents to NPS so that proactive mitigation steps can be implemented against future incidents.</p> <p>5. Participate in the development of a policy that addresses long-term management and stewardship of State North Country Trail Areas.</p> <p>6. Submit certification applications to appropriate channels for proper approval of Trail segments.</p> <p>7. Develop and collaboratively maintain the GIS database and produce user-oriented maps and other appropriate information. Share GIS data with Partners at regular intervals or when significant updates occur.</p> <p>8. Assist Partners with completion of necessary reviews and documentation for North Country Trail development projects.</p> <p>9. With landowner cooperation, develop camping opportunities and infrastructure</p>
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<p>restoration of landscapes and utilization of fire to restore and maintain landscapes upon lands acquired specifically for the Trail or within the Trail corridor.</p>	<p>Environmental Policy Act (NEPA) reviews, compliance (cultural resources—Section 106, T&E Species—Section 7, etc.), and documentation for federal actions associated with North Country Trail development projects.</p> <ol style="list-style-type: none"> 11. Provide Partners with access to the North Country NST Handbook for Trail Design, Construction & Maintenance. 12. As funding and resources allow, provide technical assistance and training to Partners for natural and cultural resources management. 13. Assist in developing camping and infrastructure improvements to facilitate long-distance hiking of the North Country Trail. 14. As funding and resources allow, assist Partner efforts to plan and provide for interpretation along the Trail. 15. Work with partners to obtain necessary project compliance permits and meet permit requirements. 16. As funding and resources allow, collaborate with Partners in the restoration of landscapes and utilization of fire to restore and maintain landscapes upon lands acquired specifically for the Trail. 	<p>improvements to facilitate long-distance hiking of the North Country Trail.</p> <ol style="list-style-type: none"> 10. Prepare and submit regulatory compliance review and permit requests for Natural Heritage Inventory, Cultural Resource and Wetland disturbance needs to appropriate Federal, state and local agencies. 11. Work with County Forests to establish or revise appropriate ordinances, comprehensive plans, and/or land use agreements related to the North Country Trail. 12. Maintain Trail GIS and management databases and other information about the Trail to support Trail planning, stewardship, and management. Coordinate and collaborate GIS data.
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PARTNER ROLES

PROTECTING LANDS FOR THE NORTH COUNTRY TRAIL

Wisconsin DNR	National Park Service	NCTA
<ol style="list-style-type: none"> 1. Actively participate in the land acquisition process. 2. At least annually, meet with Partners to discuss the status of Trail land acquisition efforts and to set or confirm priority lands. 3. Maintain a list for Partners showing the utilization and planned utilization of all Federal funds granted to the State for Trail land acquisition. 4. Support Partners' databases for land protection data. 5. Directly acquire and hold land rights for the Trail. 6. Exchange information with Partners concerning land protection. 7. Commit resources/staff to land acquisition. 	<ol style="list-style-type: none"> 1. Actively participate in the land acquisition process. 2. At least annually, meet with Partners to discuss the status of Trail land acquisition efforts and to set or confirm priority lands. 3. Work with NCTA and volunteers to identify willing landowners within approved corridors. 4. Support Partners' databases for land protection data. 5. In accordance with NOCO land acquisition strategy and plans and available resources, seek Federal funding to protect lands for the Trail such as LWCF/Land Acquisition Ranking System (LARS). NPS administers North Country Trail LWCF programs. 6. In accordance with NOCO land acquisition strategy and plans and available resources, directly acquire and hold land rights for the Trail. 7. Exchange information with Partners concerning land protection. 8. As funding and resources allow and in accordance with NOCO land acquisition strategy and plans, provide technical and financial support for Partners for land acquisition activities. 	<ol style="list-style-type: none"> 1. Actively participate in the land acquisition process. Serve as the primary Partner for information gathering and sharing related to land protection. 2. At least annually, meet with Partners to discuss the status of Trail land acquisition efforts and to set or confirm priority lands 3. Serve as primary advocate for trail and land protection. Provide and facilitate volunteer support. 4. Facilitate involvement of public and private partners. 5. Support Partners' databases for land protection data. 6. Advocate for Federal and State funding to protect lands for the Trail. 7. Hold easements on behalf of the Trail as needed. 8. Exchange information with Partners concerning land protection.

PARTNER ROLES

PROMOTING THE NORTH COUNTRY TRAIL

Wisconsin DNR	National Park Service	North Country Trail NCTA
<ol style="list-style-type: none"> 1. Provide for public relations in appropriate internal and external media outlets. 2. Display information at State properties and provide Partner brochures and other appropriate materials at visitor centers and contact stations. 3. Promote, support and host Trail related events through internal and external media outlets. 4. Provide its logo to Partners for approved media. 5. Provide interpretive programs about the Trail and the recreational, cultural and natural features. 6. Support and host North Country Trail events on State properties. 7. Coordinate the involvement of other State agencies (DOT, Tourism, etc.) in promoting the Trail. 8. Provide Trail information to the public including trail locations on state public online access mapping interactive sites. 	<ol style="list-style-type: none"> 1. As funding and resources allow, provide for public relations in appropriate internal and external media outlets. 2. As funding and resources allow, provide a variety of media or financial support for promoting the Trail. 3. Promote the Trail and Partners within the National Park Service. 4. As funding, staffing, and potential travel restrictions allow, attend local, regional, and national Partner events. 5. Administer the NPS Recognition /Awards program for North Country Trail volunteers. 6. As funding and resources allow, provide interpretive programs about the Trail and its associated recreational, cultural, and natural features. 7. Provide Trail information to the public as appropriate. 	<ol style="list-style-type: none"> 1. Provide for public relations in appropriate internal and external media outlets. 2. Provide a variety of media and/or financial support for promoting the Trail. 3. Conduct outreach, engagement, Trail construction and stewardship events. 4. Provide Trail information to the public. 5. Administer the NCTA Recognition/Awards program.

ARTICLE IV - TERM OF AGREEMENT

This Agreement is executed as of the date of the last signature shown below and shall be in effect for a period not to exceed 10 years, at which time it will be subject to review, renewal, revision, or expiration. However, at the end of 5 years, the parties to this Agreement will conduct an interim review of its language, tasks, and direction and make any necessary revisions as mutually agreeable.

ARTICLE V - MODIFICATION AND TERMINATION

- A. This Agreement may be modified by a written instrument signed and executed by the parties.
- B. Either party may terminate this Agreement for any reason by providing sixty (60) days written notice setting forth the reasons for proposing termination. Neither party will be liable to the other for any costs or claims in the event of termination.
- C. If the termination is requested as the result of a material breach of the Agreement, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date (not less than 60 days), this Agreement will terminate upon the breaching Party's receipt of a Notice of Termination for Breach.

ARTICLE VI - KEY OFFICIALS

The personnel specified below are considered essential to the successful coordination and communication between the Wisconsin Department of Natural Resources, North Country Trail Association and the National Park Service for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official or designate a new Key Official.

For the National Park Service:

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For Wisconsin Department of Natural Resources:

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ARTICLE VII - STANDARD CLAUSES

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

DNR non-discrimination: In connection with the performance of work under this Agreement, the parties agree 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, the parties further agree to take affirmative action to ensure equal employment opportunities. These partners agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by each partner setting forth the provisions of their nondiscrimination clause.

- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, DOI, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, DOI, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Prior Approval:** DNR and the NCTA shall obtain prior written approval from the NPS before:
1. Holding special events on Trail lands owned and managed by the NPS;
 2. Entering into third-party agreements of a material nature related to Trail lands owned and managed by the NPS;
 3. Assigning or transferring this Agreement or any part thereof;
 4. Constructing any structure or making any improvements on Trail lands owned and managed by the NPS;
 5. Releasing any public information that refers to the DOI, the NPS, any NPS employee this Agreement or the projects contemplated hereunder.
- D. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS or DNR for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. **Disclaimers of Government Endorsement:** The Wisconsin Department of Natural

Resources or North Country Trail NCTA will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the DOI, NPS, or Government employees endorse the Wisconsin Department of Natural Resources' or North Country Trail NCTA's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or DOI from recognizing the partnership or contributions made by the Partners to NPS, and from authorizing an inclusion of such recognition in materials generated by the Wisconsin Department of Natural Resources or North Country Trail NCTA related to this Agreement.

- F. **Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS, the Wisconsin Department of Natural Resources, and the North Country Trail Association.
- G. **Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. **No Agency:** The Wisconsin Department of Natural Resources or North Country Trail Association are not agents or representatives of the United States, DOI, or the NPS, nor will the Wisconsin Department of Natural Resources or North Country Trail Association represent themselves as such to third parties. The NPS is not an agent or representative of the Wisconsin Department of Natural Resources or North Country Trail Association, nor will the NPS represent itself as such to third parties. The NPS or North Country Trail Association are not agents or representatives of the State of Wisconsin or Wisconsin Department of Natural Resources. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between Wisconsin Department of Natural Resources, North Country Trail Association or the NPS.
- I. **Officials Not to Benefit:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
- J. **Liability:** The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.
- K. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the Wisconsin Department of Natural Resources or North Country Trail NCTA from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- L. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this

Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

M. **Freedom of Information Act:** Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552.

N. **Use of NPS Arrowhead:** In order for DNR or the NCTA to use the NPS Arrowhead, North Country National Scenic Trail emblem or other NPS proprietary markings on any published media, such as a web page, printed publication, signs or audiovisual production, request for permission for use will be submitted to North Country NST Superintendent.

O. **State Lands:** Nothing in this agreement shall affect or interfere with fulfillment of the obligations or exercise of the authority of the DNR or any other State agency to manage the lands along the Trail route (within the boundaries of areas they administer) and the programs under their jurisdiction in accordance with their basic land management responsibilities.

P. **Worker's Compensation:** Should the NCTA at any time have paid employees working on the Trail on DNR lands, they shall furnish proof to the DNR of worker's compensation coverage in the form of a Certificate of Insurance indicating such for these individuals. The insurance policy shall contain a provision by which the insurer agrees to notify the DNR upon any lapse or change in coverage. Failure to satisfy the provisions of this paragraph will result in the voiding of this agreement.

Q. **Donations of Structures:** On DNR managed land, construction of other facilities not identified or specified herein may be subject to the Procedure for Accepting Gifts and Bequests under DNR Manual Code 1403.11.

ARTICLE VIII – ATTACHMENTS

The following documents are attached to or incorporated by reference and made part of this agreement:

Map 1: NPS Unigrd Map (Trail Map with Federal and State Land Ownership)

Attachment A: Comprehensive Plan for Management and Use (1983)

Attachment B: NPS Foundation Document (2015) or current version

Attachment C: North Country Trail Handbook for Trail Planning, Design, Construction and Maintenance (2018) or current version

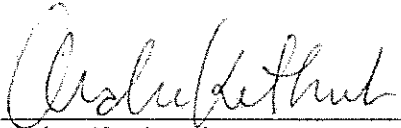
Attachments Map 1 and A-C are available by contacting the North Country National Scenic Trail Superintendent or the NCTA.

ARTICLE IX - SIGNATURES

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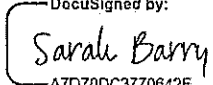
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR THE NORTH COUNTRY TRAIL ASSOCIATION:

 6/15/22

 Andrea Ketchmark Date
 Executive Director
 North Country Trail Association

FOR THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES:

DocuSigned by:

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 For [Preston D. Cole] Date
 [Secretary]
 [Wisconsin Department of Natural Resources]

FOR THE NPS:

Herbert C. Frost, Ph.D. _____ Date
 Regional Director, Interior Regions 3, 4, 5

CHRISTOPHER Loudenslager Digitally signed by
 LOUDENSLAGER CHRISTOPHER LOUDENSLAGER
 Date: 2022.06.15 15:12:44
 -04'00'

Christopher E. Loudenslager _____ Date
 Superintendent, North Country National Scenic Trail