MEMORANDUM OF UNDERSTANDING
BETWEEN
Wisconsin All-Terrain Vehicle Association
AND
Ice Age Park and Trail Foundation, Inc.

ENDORSER
Wisconsin Department of Natural Resources

This *MEMORANDUM OF UNDERSTANDING* is hereby made and entered into by and between the Wisconsin All-Terrain Vehicle Association, hereinafter referred to as WATVA, and the Ice Age Park and Trail Foundation, Inc., hereinafter referred to as IAPTF.

1. *PURPOSE:* To foster a working relationship between the two organizations that provides ample opportunities to discover and build respect for each other's chosen form of outdoor recreation. Both organizations desire to establish a meaningful communications network between and with their respective memberships that develops and encourages proactive solutions that meet the combined trail challenges of WATVA and IAPTF to provide quality outdoor experiences of both activities.

2. *STATEMENT OF MUTUAL BENEFITS AND INTERESTS:* WATVA and IAPTF shall work together to support each other's efforts to locate and build separate trail systems. Where it is feasible and possible, both organizations shall extend opportunities to share road, highway, railroad, and major river crossings. Provisions shall be made for the adequate safety of all users with speed limits, barriers, trail materials, and precautionary signage.

Both organizations shall strive to inform and educate local communities about these joint efforts that protect, preserve, and where feasible, expand both hiking and All-Terrain Vehicle (ATV) riding recreations. Both groups shall work collectively, striving to promote the Ride Smart Trail Patrol Ambassador (TPA) program which works along side and with Wisconsin Department of Natural Resources (WDNR) law enforcement, county sheriff and recreational officers, as well as town, city and/or village credentialed law enforcement.

Small committees and/or task force teams should be formed from both organizations to work together formalizing public service announcements (PSAs) or other direct or indirect communication systems to curb inappropriate advertising to the general public. Working collectively, the teams shall strive to adjust tourism advertisements to minimize misunderstandings on what trails are open to specific uses and recreation, and work together to establish better signage and directional guidelines to alleviate trail infringements by unauthorized trail uses.

Both organizations shall work together, developing protocols and procedures for assisting TPAs and credentialed law enforcement, as well as jurisdictional land managers, developing standardized incident reporting forms with assistance and advice from the WDNR and the National Park Service (NPS). Furthermore, guidelines shall be established on how to best deal with incident reports and complaints. Members from both organizations shall jointly assess and analyze the reports of trespass and/or illegal or inappropriate activities to solve mutual trail problems and challenges.

WATVA SHALL: Invite IAPTF to attend and participate in Ride Smart TPA training sessions, to participate and offer insights and input at the trainings, and to offer opportunities to IAPTF to request qualified TPA assistance at locations that are deemed problem areas related to ATVs riding on the Ice Age Trail.

IAPTF SHALL: Invite WATVA to attend and participate, and offer insights and input at their Mobile Skills Crew trail building events, learning the tools and techniques of our trail building system, thus establishing a basis of trust and understanding for both groups as to their respective trail desires and expectations.

3. *PARTICIPATION IN SIMILAR ACTIVITES:* This instrument in no way restricts WATVA or the IAPTF from participating in similar activities with other public or private agencies, organizations, and/or individuals.

4. *COMMENCEMENT/EXPIRATION/TERMINATION:* This Memorandum of Understanding (MOU) takes effect upon the signature of the WATVA and IAPTF and shall remain in effect for 5 years from the date of the execution. This MOU may be extended or amended upon written request of either the WATVA or the IAPTF and the subsequent written concurrence of the other. Either the WATVA or the IAPTF may terminate this MOU with a 60-day written notice to the other.

RESPONSIBILITIES OF PARTIES: The WATVA and IAPTF will handle their own activities and utilize their own resources, including the expenditures of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. *PRINCIPAL CONTACTS:* The principal contacts for this document are:

Wisconsin ATV Association	***Ice Age Park and Trail Foundation***
President of Association *Randy Harden*	President of Foundation *John Shank*
Phone: (920) 565-7522 Ext #1 E-mail: randy.harden@nohvis.com	Phone: (414) 277-0778 E-mail: jmshank@prodigy.net

6. *ESTABLISHMENT OF RESPONSIBILITY:* This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the other, its officers, members or any one person.

THE PARTIES HERETO HAVE EXECUTED THIS DOUCUMENT:

Randy Harden, President WATVA — 9/29/05 Date

John Shank, President IAPTF — 9/29/05 Date

THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES HEREBY ENDORSES THIS DOCUMENT:

Scott Hassett, Secretary WDNR — 9/29/05 Date