

Memorandum of Understanding
between
Ozaukee Washington Land Trust and Western Great Lakes Bird and Bat Observatory

The purpose of this memorandum is to confirm and reduce to writing the understanding reached between the Ozaukee Washington Land Trust (the "Land Trust"), a tax-exempt organization under Section 501(c)3 of the Internal Revenue Code, and the Western Great Lakes Bird and Bat Observatory (the "Observatory"), an affiliated partnering organization, concerning their shared responsibilities for the operation and maintenance of the Forest Beach Migratory Preserve (the "Preserve") and its structures, including a former clubhouse, garages and observatory viewing platform (collectively the "Facilities") owned by the Land Trust.

WHEREAS, the Land Trust preserves, owns and manages the Preserve and is the Observatory's fiscal agent and partnering agent pursuant to Section 501(c)3 of the Internal Revenue Code; and

WHEREAS, the Observatory was created in 2010 by its late founder, Noel J. Cutright, Ph. D, to advance knowledge of bird and bat conservation throughout the region through coordinated research, monitoring and education using good science; and

WHEREAS, the Preserve, a former golf course, was restored by the Land Trust, the U.S. Fish and Wildlife Service, the Wisconsin Department of Natural Resources and other partners so that its "patchwork quilt" of habitats would provide vital refuge and food for rare or declining birds migrating along the Lake Michigan Flyway, while also helping to protect the water quality of Lake Michigan; and

WHEREAS, the Observatory currently occupies part of the Facilities, including the former clubhouse, in accordance with the terms of a "handshake agreement" between Cutright and Shawn Graff, former executive director of the Land Trust; and

WHEREAS, the Land Trust provides staff services to assist the Observatory in regard to the financial operations of the Observatory; and

WHEREAS, the Land Trust and the Observatory continue to work cooperatively to the advancement of conservation at Forest Beach Migratory Preserve and the improvement of the Facilities through a collaborative convening of bird conservation groups and other conservation groups; and

WHEREAS, the partners desire to recognize the unique and valuable relationship that has resulted from that "handshake" and seek to reduce the terms of such understanding to writing;

NOW THEREFORE, the Land Trust and the Observatory agree and understand as follows:

1. The Observatory may continue to occupy portions of the former clubhouse at the Facilities as shown on attached Exhibit A for its offices and library without obligation for rent subject to the following provisions: .

- a. Additional space at the Facilities may also be used and/or occupied by the Observatory rent-free, including 3rd floor bedrooms for use by authorized personnel, the lower bar room

for occasional group meetings, and storage in the adjacent garage; all subject to availability and provided such use or occupation does not conflict with any use, activity or event sponsored or sanctioned by the Land Trust.

b. The Observatory shall share gas and electric utility costs incurred by the Facilities at the former clubhouse, including 20% for gas and electric service and such additional amounts as may be necessary to cover heating costs for extended or extraordinary stays by Observatory personnel.

c. The Observatory shall cover 50% of the cost of telephone service at the former clubhouse.

d. In consultation with the Observatory, the Land Trust may determine that it is appropriate to temporarily close the Facilities for extended periods during the winter heating season (November 1 through April 1). If the term of this closure is incongruent with the Observatory's uses of the Facility, the Observatory will then become responsible for the gas and electric utility costs The Observatory's occupancy of the Facilities during the utilized months(s)."

2. From November 1 to April 1, if the Observatory requires any snow removal at the Facilities it will arrange and pay for it

3. As a matter of administrative convenience, the Land Trust maintains a separate checking account for Observatory business through which all bills and expenses properly attributable to the Observatory are cleared; examples of such expenses include but are not limited to: cost of annual membership mailing appeals, overhead costs associated with grant administration, wages and benefits payable to the Observatory's assistant to the director and its share of utility and telephone expenses as set forth in Paragraphs 1b and 1c, above.

4. The Land Trust acknowledges improvements to the Facilities previously made by the Observatory, including the addition of window blinds to the upper meeting room and lower bar area, the replacement of golf carts and the shared costs of installing on-site Internet connections.

5. The Observatory acknowledges its shared responsibilities in making future improvements to the Facilities that would accrue to the mutually agreed benefit of both the Land Trust and the Observatory.

6. This agreement does not obligate the Land Trust to undertake unreasonable repair of the Facilities should the Facilities become unusable or unsafe during the term of this agreement.

7. The Land Trust acknowledges the value of the Observatory's use, presence and occupation of the Facilities and its partnership in the management and oversight of the Preserve and other Land Trust properties. Examples of such include:

Science advisory services on multiple projects and initiatives: Since 2009, Dr. Cutright and William Mueller have acted as science advisors for management of the Preserve, and have consulted on other science issues facing the Land Trust.

Building security at the Preserve: Observatory staff members check building doors and make certain that the facility is secure whenever they are on the premises.

Building maintenance at the Preserve: Observatory staff assist the Land Trust in basic maintenance and upkeep of the former clubhouse, including but not limited to monitoring well temperature during the winter and periodic building checks to enable timely reporting of issues to the Land Trust.

Nature interpretation, outreach presentations: Since 2010, the Observatory has provided leaders for field trips at the Preserve during Land Trust annual dinners and fund-raising events and has conducted outreach programs for groups that visit the Facilities.

8. The Land Trust and the Observatory agree that this agreement regarding continued occupancy commences on May 1, 2017 and will remain in effect for one (1) year and thereafter upon the mutual agreement of the Land Trust and the Observatory. The parties further agree that reasonable notice of no less than 180 days will be provided should either party determine that the Observatory's occupancy should be concluded or if the terms of this agreement should be otherwise amended.

9. The Land Trust and the Observatory acknowledge that their partnership is unique and that information including, but not limited to donor mailing lists, records and solicitations, are confidential and proprietary to each organization and will only be shared with the full knowledge and approval of the other party.

OWLT

By: _____

Date: _____

Thomas Stealy
4-14-17

WGLBBO:

By: _____

Date: _____

Carl W. Schmid
4-25-17