

# **Joint Powers Agreement Supporting a City of Brookings Dakota Nature Park Seasonal Education Position in South Dakota**

## **I. Summary of Agreement**

The City of Brookings Dakota Nature Park (DNP) and the South Dakota Department of Game, Fish and Parks (SDGFP) hereby enter into this Joint Powers Agreement (JPA) to support a DNP Seasonal Education Position in partnership with the Brookings County Outdoor Adventure Center (BCOAC).

This partnership position will work to enhance outdoor education, outreach, and fishing and shooting sports programming at both the DNP and the BCOAC. The parties support the objectives of the Seasonal Education Position and will support the expenses of this position to the degree that funding allows and as described below. Support may include, but is not limited to, supervision, salary, equipment, training, or facilities.

## **II. Justification**

Over the past few years, a wide variety of hunter and angler recruitment, retention and reactivation (R3) research has shown a precipitous decline in hunting and fishing license purchases with additional decreases predicted as the baby boomer generation ages out of outdoor recreation activities. It has become a priority for SDGFP to reach additional populations with hunting, fishing, shooting sport, and outdoor recreation education programs in an effort to compensate for potential future losses in those fields. Headway has been made in this direction already at South Dakota State University at Brookings by working to recruit college-aged students through shooting sports, NASP, and archery.

Despite these successes, there remains much work to be done. With SDGFP's continuing relationship with BCOAC and with the additional resource next door at the DNP, it is the hope of all parties involved to continue to increase participation in outdoor recreation by collaborating on R3 efforts. A Seasonal Education Position is essential to furthering this mission. The Seasonal Education Position will work in close association with the DNP staff, the BCOAC staff and other partners – including SDGFP – to take hunting, fishing, shooting sport and outdoor recreation education programming to new levels. If future needs continue and funding exists, this endeavor may be extended beyond the initial term.

This is the second season that the DNP, BCOAC and SDGFP have pursued this position. Overall programmatic reviews of the 2018 season have guided updates to the position detailed below.

### **III. Primary Duties of the Seasonal Education Position**

- A. Program Development -The Seasonal Education Position will work in close association with the DNP and BCOAC staff to greatly expand the hunting, fishing, shooting sport, and outdoor recreation programming opportunities offered at both locations. At least 50% of the time and effort of this position will be spent offering hunting, fishing, and shooting sport instruction exclusively. The remaining 50% is open to outdoor recreation and conservation education programming. Target audiences for program development will include, but are not limited to, individuals with disabilities, families, college-age students, youth, and adults. Additionally, the Seasonal Education Position will track time dedicated to each type of programming and submit their summary report at the end of the season.
- B. Communications and Outreach - The Seasonal Education Position will work in close association with the DNP and BCOAC staff to develop and administer a multi-faceted communications and outreach campaign that greatly expands their brand recognition with diverse audiences throughout the greater Brookings area; administer a broad portfolio of public relations, education, and membership programs that further the goals and objectives of the DNP and BCOAC; and develop strategies to grow BCOAC membership. SDGFP will ensure effective communication between SDGFP staff, DNP staff, BCOAC staff and the full range of stakeholders and partners.
- C. Community Partnerships and Support - The Seasonal Education Position will work in close association with community partners to develop a strong support framework for future education programming to ensure both the DNP and BCOAC can remain focused on the sustainability of their organizations. Community partners will include, but are not limited to, local sportsman groups, 4-H clubs, SDSU students, SDGFP staff and local Non-Governmental Organizations (NGOs).

This partnership position will be jointly funded by SDGFP, the City of Brookings, and Brookings County. The Seasonal Education Position is an employee of the City of Brookings and Brookings County, and under the shared supervision, day-to-day oversight, and work direction of the City of Brookings Dakota Nature Park and the Brookings County Outdoor Adventure Center.

### **IV. Cooperator Contributions**

- A. The City of Brookings Dakota Nature Park Will:
- Work with the Brookings County Outdoor Adventure Center to divide supervision and scheduling of the Seasonal Education Position equally.
  - Track all Seasonal Education Position hours and pay 100% of the salary for the Seasonal Education Position at a rate of \$12.25 per hour. 50% of

the total hours of this position will be reimbursed by SDGFP upon position vacancy.

- Provide detailed reimbursement invoice to SDGFP upon position vacancy.
- Provide detailed annual accomplishment and progress reports to SDGFP.

B. The Brookings County Outdoor Adventure Center Will:

- Work with the City of Brookings Dakota Nature Park to divide supervision and scheduling of the Seasonal Education Position equally.
- Provide detailed annual accomplishment and progress report to SDGFP.
- Reimburse the City of Brookings Dakota Nature Park for 25% of the total hours of the position upon position vacancy.

C. The SDGFP will:

- Provide up to \$10,000 annually in support of the Seasonal Education Position, with reimbursement payments made upon receipt of an invoice from DNP at position vacancy. Reimbursement payments will equal 50% of the salary provided to the Seasonal Education Position at a rate of \$12.25 per hour.
- Provide optional seasonal education staff training at SDGFP Outdoor Campus-East that is open to all parties.

## V. Contacts

The parties assign the following contacts for this agreement:

**City of Brookings**

Stacy Claussen, Recreation Manager  
Dakota Nature Park  
1705 32<sup>nd</sup> Street S  
Brookings, SD 57006  
605.697.8333  
[SClaussen@cityofbrookings.org](mailto:SClaussen@cityofbrookings.org)

**South Dakota Game, Fish, & Parks**

Taniya Bethke, Division Staff Specialist  
South Dakota Game, Fish & Parks  
20641 SD HWY 1806  
Ft. Pierre, SD 57532  
605.223.7666  
[Taniya.Bethke@state.sd.us](mailto:Taniya.Bethke@state.sd.us)

**Brookings County Outdoor Adventure Center**

Kristin Heismeyer  
Brookings County Outdoor Adventure Center Executive Director  
2810 22<sup>nd</sup> Ave  
Brookings, SD 57006  
605-693-4622  
[KHeismeyer@brookingscountysd.gov](mailto:KHeismeyer@brookingscountysd.gov)

**VI. Indemnification**

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against a party for property loss, injury, death, or damage. Any liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) caused by or resulting from the conduct or omissions of a party or its officers, employees, or agents shall be determined according to applicable law, subject to all available defenses and immunities. The program-supported Seasonal Education Position shall not be considered an employee, agent, or volunteer of the State of South Dakota.

**VII. Period and Terms of Agreement**

- A. The project period for this agreement begins May 13, 2019 and continues through August 16<sup>th</sup>, 2019, unless extended by all parties or canceled by either party.
- B. This agreement may be terminated by any party by written notice to the other party at least 30 days in advance of the effective date of termination.

The undersigned parties hereby agree to the terms and conditions specified above.

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Stacy Claussen, Recreation Manager  
City of Brookings Dakota Nature Park

Date

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Kristin Heismeyer, Executive Director  
Brookings County Outdoor Adventure Center

Date

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Kelly Hepler, Secretary  
South Dakota Department of Game, Fish and Parks

Date