

SUBJECT: Approve Cooperative Agreement with Friends of Crex, Inc. to donate approx \$68,200 annually for a permanent Wildlife Educator position (\$63,200 + \$5000 operations) at Crex Meadows Wildlife Education & Visitor Cntr

FOR: OCTOBER 2011 BOARD MEETING

TO BE PRESENTED BY / TITLE: Secretary Stepp

SUMMARY:

The Friends of Crex, Inc. ("Friends") founded the Friends of Crex Endowment Fund in 2002. The purpose of the Endowment Fund is to provide a perpetual source of funding for Friends' operations. The Friends have long identified wildlife education staff at Crex Meadows Wildlife Education and Visitor Center as a priority. A cooperative agreement between the Friends and the Department has been created to acknowledge this priority and to outline the working relationship between the Friends and the Department.

The Friends propose to fund, for as long as the agreement is in effect, the annual salary for one full-time permanent Wildlife Educator position to be located at Crex Meadows Wildlife Area. The EF will also provide the full annual cost of fringe benefits for the same position through June 30, 2013.

The Friends also propose to provide an annual operating budget, initially set at up to \$5000, to be used for expenditures recommended by the Department and approved by the Friends, such as audio/visual equipment and educational support materials. The donation of the operating budget will become effective when the Friends has generated sufficient funds to cover the annual operating budget allotment.

The Friends are a significant and long time contributor to the Department in support of wildlife education at Crex. The funding of a full-time wildlife educator position at Crex significantly continues the Friends', and the Department's, commitment to a quality, professional wildlife education experience at the Crex facility.

RECOMMENDATION: Approve the Cooperative Agreement between the Friends of Crex, Inc. and the Wisconsin Department of Natural Resources to support a permanent wildlife educator at Crex Meadows Wildlife Education Center.

LIST OF ATTACHED MATERIALS:

- | | | | |
|--|---|---|----------|
| No <input checked="" type="checkbox"/> | Fiscal Estimate Required | Yes <input type="checkbox"/> | Attached |
| No <input checked="" type="checkbox"/> | Environmental Assessment or Impact Statement Required | Yes <input type="checkbox"/> | Attached |
| No <input type="checkbox"/> | Background Memo | Yes <input checked="" type="checkbox"/> | Attached |

APPROVED:

Tom Hauge
Bureau Director, Tom Hauge, Wildlife Management

10/12/11
Date

Kurt Thiede
Administrator, Kurt Thiede, Land

10/12/11
Date

Cathy Stepp
Secretary, Cathy Stepp

10/10/11
Date

cc: NRB Liaison
DNR Rules Coordinator

DATE: October 11, 2011

TO: Natural Resources Board

FROM: Cathy Stepp

SUBJECT: Approval of Cooperative Agreement with the Friends of Crex, Inc. to fund a full-time, permanent wildlife educator position at Crex Meadows Wildlife Education and Visitor Center

The Friends of Crex, Inc. are proposing to fund a full-time, permanent wildlife educator and other wildlife education program support at the Crex Wildlife Education and Visitor Center located on the Crex Meadows Wildlife Area. The request for a full-time program revenue funded position at Crex Meadows Wildlife Area has been approved and is included in the 2011-2013 state budget.

The Friends of Crex, Inc. ("Friends") established the Friends of Crex Endowment Fund (EF) in 2002 to act as a perpetual source of funding for the organization. In 2007, the Friends identified as a priority the funding of a permanent, full-time wildlife education position at Crex. A cooperative agreement between the Friends and the Department has been created to acknowledge this priority and to outline the working relationship between the Friends and the Department.

The cooperative agreement is patterned on a cooperative agreement between the Department and the Friends of Mead-McMillan Association, Inc. and the Mead-Witter Foundation, Inc. to fund a full-time, permanent educator position and other appropriate wildlife area activities. The Board approved the Mead cooperative agreement in 2006. The success of that agreement is evidenced today with the ongoing working relationship among the parties of the agreement and the successful wildlife education program provided at the Stanton W. Mead Education and Visitor Center located on the Mead Wildlife Area.

The attached cooperative agreement has been reviewed in the Northern District and approved by the Land Leader and the Regional Director. In Central Office the agreement has been reviewed by authorized personnel in Legal, Human Resources, Finance and Wildlife. The Land Division Administrator has reviewed and approved the agreement.

The Natural Resources Board is asked to approve and sign the Cooperative Agreement.

COOPERATIVE AGREEMENT

Between the

FRIENDS OF CREX, INC.

and the

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

THIS AGREEMENT is between the Friends of Crex, Inc. (Friends) and the Wisconsin Department of Natural Resources (Department).

AUTHORITY: Section 23.09 Wisconsin Statutes

PURPOSE: The Friends founded the Friends of Crex Endowment Fund (EF) in 2002. The purpose of the Endowment Fund is to provide a perpetual source of funding for Friends operations.

Currently, a portion of the revenue generated from the EF is used to fund two LTE positions (one Wildlife Educator and one Program Assistant) at the Crex Meadows Wildlife Education and Visitor Center. Funding these positions is currently the highest priority for EF revenues.

The Friends propose to fund a permanent Wildlife Educator position. This position shall be a permanent position within the Department, with the educator considered to be a full-time employee of the Department to be permanently located at and assigned to the Crex Meadows Wildlife Area. The educator will conduct wildlife education and outdoor skills programming at the Crex Meadows Wildlife Education and Visitor Center.

The creation of this new position will be in addition to the current staffing level, not a replacement of any current position. Funds from the EF shall not replace or supplant the Department's normal and customary budget obligations for the wildlife area, including the current staffing level.

This agreement is designed to ensure a coordinated and cohesive approach to establishing this new position at Crex Meadows.

THEREFORE, the Friends and the Department deem it mutually advantageous to cooperate in this undertaking and hereby agree as follows:

I. THE FRIENDS:

A. Shall provide to the Department the annual salary for one full time Wildlife Educator position to be located at the Crex Meadows Wildlife Area. Said salary to be in

accordance with the State classification, for the position, for as long as this agreement is in effect.

- B. Shall provide the full annual cost of fringe benefits through June 30th, 2013.
- C. Shall provide to the Department, upon request, annual salary payment by the 15th day of July. Or a payment schedule that is mutually agreed to. This schedule corresponding to the State of Wisconsin's fiscal Year. Salary payments shall be based on the current employee contract and the salary level of the incumbent in the Educator position.
- D. May provide to the Department an annual operating budget for the educator position that is initially set at up to \$5000. Said allotment to be used for expenditures, recommended by the Department and approved by the Friends. Expenditures may include but are not limited to mileage in relation to educational activities, computer and audio/visual equipment, and educational support materials. Said allotment to be dispensed in August of each year. The annual operating budget for the position shall not become effective until the Friends has generated sufficient funds to cover the annual allotment.

II. THE DEPARTMENT:

- A. Shall request a position from Joint Finance, through the Department of Administration (DOA), and provide a position description outlining the goals, objectives, duties, and responsibilities of the position.
- B. Shall administer this position, as a permanent Department position, for the purpose of conducting wildlife education programming at the Crex Meadows Wildlife Education and Visitor Center.
- C. Shall provide, on an annual basis, the full benefits package, for the educator position, as outlined under state contract starting July 1, 2013.
- D. Shall provide the opportunity for a designated member of the Friends to serve, as an advisory member, on the interview panel, when hiring for this position.
- E. Shall ensure that the Educator position is permanently stationed at Crex Meadows Wildlife Area for as long as funds to pay for the annual salary are provided by the Friends. In the event the Friends are unable to maintain funding of the Educators salary, it shall be the Department's option to eliminate or re-assign the position commensurate with Department priorities and funding. It is understood that maintenance of the position at Crex Meadows Wildlife Area will be of high priority to the Department.

- F. Provide to the Friends an annual request for salary based on the Department's fiscal year, including the status of that request in relation to the current contract salary range for the position.
- G. Shall ensure that current staffing levels at the Crex Meadows Wildlife Area are maintained. It is understood that this new position will not replace any of the current positions.

III. AGREEMENT REPORTING AND ROUTING DATES:

BOARD OF TRUSTEES:

July 15th

Salary payment due to the Department.

Or a payment schedule that is mutually agreed to.

IV. IT IS MUTUALLY AGREED:

- A. That this agreement shall become effective upon signing of both parties.
- B. This agreement may be amended or dissolved in writing by mutual consent of the parties to this agreement.
- C. Should the Department change the focus of the educator position, eliminate or reassign any of the permanent staff positions currently assigned to Crex Meadows, or if any other discrepancies arise that are of concern to either the Friends or the Department, each party shall notify the other in writing of the concern. The receiving party shall have 30 days to respond in writing in an attempt to resolve said concerns. In the event that attempts to resolve said concerns through a good faith effort are unsuccessful, either party may request in writing, to the other, that this agreement become null and void. Said dissolution of the agreement shall occur 90 days from the date of notification.

Friends of Crex, Inc.

By

Title:

Date:

[Signature]
President
9/18/11

