

Agenda Item: 8.

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee
FROM: Eric Williams, Natural Resources Planner
SUBJECT: Platte/Elkhorn River Habitat Area Mentored Hunt Agreement
with Nebraska Game and Parks Commission
DATE: December 11, 2017

In 2005, the Nebraska Game and Parks Commission (NGPC) approached the District about the utilization of the NRD-owned lands on the Platte/Elkhorn River Habitat Area (formerly "Vencil's Island") located at the confluence of the Platte and Elkhorn Rivers in Sarpy County (see map) for mentored youth hunting and fishing. The current 3-year agreement expired in November 2017.

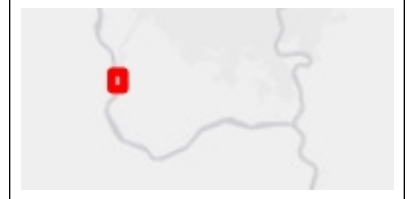
NGPC has requested that the Agreement (see attached draft) be renewed. A summary of the mentoring activities of the past three years is included. The new agreement would be for a five (5) year period expiring in December 2022.

- **Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Platte/Elkhorn River Habitat Area Mentored Hunt Agreement with the Nebraska Game and Parks Commission, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

VENCIL'S ISLAND



Location



Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Legend

2016 Aerial Photo

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3

1: 15,840

0 660 1320 2640 3960

Feet



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From: Hershberger, Aaron [mailto:Aaron.Hershberger@nebraska.gov]

Sent: Thursday, December 07, 2017 13:47 PM

To: Williams, Eric <ewilliams@papionrd.org>

Subject: RE: Agreement

Trying to do a better job of tracking the number of hunts and the hours of volunteer time mentors spend on the program. A challenge is the three mentors that access Vencil's Island also mentor on a couple other properties as well. However, we can say that since 2015 Vencil's Island is accessed between 35-50 times each year for hunts and other program efforts (scouting, hanging of stands, etc.), with volunteers donating 125+ hrs annually to the effort on Vencil's Island alone. This adds up to an impressive outreach and educational effort thanks to the support of the Papio-Missouri River NRD and our adult mentors. Thank you.

2014

5 deer were harvested. All by youth, including one youth that harvested his first ever antlered deer by any method.

2015

2 deer were harvested. All by youth.

2016

2 deer were harvested. All by youth, including one youth that harvested his first ever deer (a doe) with archery equipment.

2017 (to mid-November)

3 deer have been harvested. All by youth, including one youth that harvested his first ever deer (a buck) with archery equipment.

During this same time period we show no turkeys were harvested – though a couple arrows were loosed at unsuspecting gobblers.

Aaron Hershberger, NGPC

402-471-6144

aaron.hershberger@nebraska.gov

MENTORED HUNT AGREEMENT

Between Papio-Missouri River Natural Resource District
and
Nebraska Game and Parks Commission

This Agreement expires **five (5)** years from the signed date.

I. INTRODUCTION:

The entities listed above are interested in the Mentored Youth Hunting Program, and this Memorandum of Understanding (Agreement) outlines general hunt guidelines and the obligations and responsibilities of the Papio-Missouri River Natural Resources District (NRD), and the Nebraska Game and Parks Commission (NGPC) regarding mentored hunting on the NRD's Vencils Island located on the convergence of the Platte and Elkhorn Rivers in Sarpy County (Vencils Island).

II. PURPOSE:

The NRD has ownership in the Vencils Island tract. Said tract creates public use value and interest for youth hunts and related purposes.

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for hunting and outdoor related activities;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of NRD and NGPC is to manage the game populations on Vencils Island and provide local youth with educational based recreation through appropriate conservation practices.

III. RESPONSIBILITIES OF PARTIES:

A. NGPC RESPONSIBILITIES

1. Coordinate mentored youth waterfowl, archery deer and archery turkey hunts on Vencils Island
2. Develop hunt criteria, in concert with NRD, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt Vencils Island.

5. Provide NRD with adequate signage. Coordinate with NRD for their use.
6. Provide NRD with padlock & key as mutually agreed upon.
7. Provide NRD with list of selected hunters and hunters' vehicle descriptions and license plates.
8. Provide NRD with a list of assigned mentors and the youth they are assigned to mentor.
9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to calls regarding problems relating to the Program.
10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

B. NRD'S RESPONSIBILITIES

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on Vencils Island.
3. Coordinate the use of signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general. NRD retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on Vencils Island.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Deny access to Vencils Island for hunting purposes to all individuals except those listed as: (1) employees of NRD; (2) NGPC employees assigned, scheduled or authorized access by NRD or NGPC; (3) Selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and NRD.

IV. LIABILITY:

NRD is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limit liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner.

NRD is providing access to the Vencil Island for youth mentored hunts without out any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under Neb. Rev. Stat. § 13-910. All hunters accessing the Vencil Island as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil

rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

V. PROGRAM OVERVIEW:

Youth Archery Deer & Turkey Program. Youth, 12 through 17 years of age who have successfully completed Bow Hunter Education and who reside in **surrounding** counties, will be mailed information packets by NGPC outlining the youth mentored hunt opportunities. Youth will be assigned a mentor by NGPC. Each mentor will be assigned youth hunters by NGPC. One youth must accompany the mentor to access Vencils Island during the hunting season; neither the mentor nor youth shall have access to Vencils Island without the other during the archery season unless mentors need to move stands or trail wounded game. Mentors shall be within 70 yards and visual range of their youth on Vencils Island for the first three outings and within 70 yards of their youth at all times for the archery program.

Youth Waterfowl Program. Youth (11 through 15 years of age), who have successfully completed Hunter Education and who reside in **surrounding** counties will be eligible to participate in the Youth Waterfowl Hunting Program using shotguns to hunt waterfowl. Youth will be assigned mentors by NGPC and/or its partners. Each mentor will be assigned youth hunters. At least one youth must accompany the mentor to access Vencils Island during the scouting period and/or hunting season; neither the mentor nor youth shall have access to Vencils Island without the other except when a mentor needs to make improvements or to prepare for the hunt. Mentors shall be within 70 yards of their youth at all times on Vencils Island for the waterfowl program

VI. SEASONS

A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and regulations, which dates shall run from **September 1 – January 15** unless otherwise altered by the NGPC or NRD.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and regulations, which shall run from **September 15 – January 31 & March 25 – May 31**, unless otherwise altered by the NGPC or NRD.
3. The waterfowl hunt shall fall within the appropriate teal, duck and goose seasons established **by** NGPC **orders and** regulations.

B. SCOUTING TRIPS/PREPARATION. Mentors and their assigned youth shall have access to Vencils

Island in August for Fall Scouting Trips, and March for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with Vencils Island, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the season opening date. Youth family members shall have no other access to Vencils Island.

- C. CLOSING VENCILS ISLAND DURING SEASONS. NRD and the NGPC retain the right to close the Vencils Island, or any portion of Vencils Island, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, NRD, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by NRD and NGPC. NRD reserves the right to exclude hunting on approved dates, at their discretion.
- D. APPLICABLE LAWS. During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps and certification in their possession while hunting. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or NRD.
- E. ACCESS TO VENCILS ISLAND DURING SEASONS. For purposes of the hunts under this Program, no other NGPC personnel shall have access to designated hunting areas on Vencils Island, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education Staff or persons assigned, scheduled or authorized by NRD.

VII. GENERAL REQUIREMENTS AND GUIDELINES

- A. New mentors must attend a mandatory visit to Vencils Island, prior to hunting, to be held on a mutually agreed date between the NRD, participants and NGPC.
- B. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer and one-half hour before sunrise to sunset for turkey and waterfowl. Youth hunters and their mentor may access Vencils Island one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on Vencils Island until the game is recovered or tracking efforts become futile.
- C. Participants, including youth hunter and mentor, shall only access Vencils Island through the designated entrances at Vencils Island..
- D. All participants entering or leaving Vencils Island shall display a placard provided by NGPC in a visible location on the vehicle.
- E. Hunting shall only be conducted in areas designated by the NRD.
- F. All vehicles shall remain on NRD approved roadways while accessing Vencils Island, unless the NRD provides permission for off-road use and such use will not cause undue damage to roads. If NRD allows off-road travel, only ATV's will be allowed off-road for the retrieval of game or movement of stands. NRD shall not assist with stuck vehicles.

- G. NGPC will provide signage for Vencils Island which signs are to be erected and maintained by the NRD.
- H. NRD agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general.
- I. Hunting stands and blinds must be removed from Vencils Island by the hunter, mentor or youth no later than January 30, weather permitting. The name of the hunter/owner must be permanently marked on each stand. NRD shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury or property damage.
- J. All game harvested shall be reported to the NGPC Outreach Coordinator.
- K. Participants in the Program may harvest either an antlered or antlerless deer on Vencils Island. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on Vencils Island.

VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
 - (402) 471-6144 office
 - (402) 471-6144 cell
- **Eric Williams**, Natural Resources Planner, Papio-Missouri River Natural Resources District
 - (402) 444-6222

ATTEST

Nebraska Game and Parks Commission

Papio-Missouri River Natural Resources District

Signature

Signature

Title

Title

Date

Date