

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
SOUTH DAKOTA STATE UNIVERSITY
AND
THE MID-MISSOURI RIVER PRESCRIBED BURN ASSOCIATION
AND
SOUTH DAKOTA GAME FISH AND PARKS-WILDLIFE DIVISION
AND
CHARLES MIX COUNTY 4H
AND
GREGORY COUNTY 4H

THIS AGREEMENT, entered into this 1st day of April 2021, by and between the Department of the Army (hereinafter the "Government"), represented by U.S. Army Corps of Engineers Omaha District – Fort Randall Project, and South Dakota State University, and The Mid-Missouri River Prescribed Burn Association, and South Dakota Game Fish and Parks-Wildlife Division, and Charles Mix County 4H, and Gregory County 4H, (hereinafter the "Partners"), represented by directors, presidents, owners, members, and other designated representatives.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Lake Francis Case – Fort Randall Project which includes recreational opportunities for the public, and

WHEREAS, the study and development of using targeted goat grazing of Eastern Red Cedar trees will provide another tool in the toolbox for managing cedar trees, in turn providing for environmental stewardship enhancements, and

WHEREAS the Partner is interested in promoting and assisting the Government in completing the targeted grazing study, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to further develop this environmental stewardship management approach, and

WHEREAS, the Partner, in order to assist the Government in this project has voluntarily agreed to pay a portion of the cost, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the Project, and

WHEREAS, the Government and the Partner have the full authority and capability to

perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this agreement.

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean completing goat targeted grazing studies on Eastern Red Cedar Trees to determine the efficiency of this management approach and if it will be an effective management approach.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners directly related to execution of the project.

c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using funds provided by the Partners, shall expeditiously execute the Project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide:

Fort Randall Project Office

- \$8,532 for salaries
- \$3,250 for equipment use (ATVs and UTVs)
- Land for grazing activities

Handshake Partnership Funding

- \$12,462 for supplies, materials, and services

c. The Partners shall provide:

- \$1,800 in salaries
 - * **SDGFP**: \$1800.00 (outreach, assist w/ grazing activities)
- \$6,565 in travel funds
 - ***MMRPBA**: \$420.00
 - ***SDSU**: \$5,000.00
 - ***SDGFP**: \$200.00
 - ***Charles Mix County 4H**: \$115.00
 - ***Gregory County 4H**: \$830.00
- \$5,000 for materials and supplies
 - ***SDSU**: \$5000.00 (research equipment)
- \$800.00 for equipment use
 - ***SDGFP**: \$800.00
- \$12,892 in volunteer services
 - ***MMRPBA**: \$6,800.00 (attending field days, site prep, outreach)
 - ***Charles Mix County 4H**: \$2,611.00 (attending field days, site prep, assist w/ data collection, assisting w/ grazing activities)
 - ***Gregory County 4H**: \$3,481.00 (attending field days, site prep, assist w/ data collection, assist w/ grazing activities)
- \$40,500 in in-kind services
 - ***SDSU**: \$40,000.00 (grazing expenses, data collection, research costs)
 - ***SDGFP**: \$500.00

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet the Partner's total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partner's contribution required in accordance with Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$91,802.00, and the Partners' contribution required under Article II.c. of this Agreement is projected to be \$67,558.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. The Partners shall provide services and materials required under Article II c. of this Agreement based on funding and/or volunteer availability.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

1. In the event the final accounting shows that the total contribution provided by the Partner is less than its required share of total project costs, the Partner shall, no later than 90 calendar days after receipt of written notice, make a payment to the Government of whatever sum is required to meet the Partner's required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Partner exceeds its required share of total project costs, the Government shall, subject to the availability of funds, refund the excess to the Partner no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Partner, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall

provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

The Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: Dr. Alexander Smart, PhD
South Dakota State University
Natural Resource Management-Box 2140B
Brookings, SD 57007

If to the Government: Operations Project Manager
Fort Randall Project
399 Powerhouse Rd
Pickstown, SD 57367

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief of Operations, Omaha District.

The Department of the Army

BY: Sheila Newman

Sheila Newman
Chief of Operations
Omaha District
US Army Corps of Engineers

DATE:

JUN 07 2021

South Dakota State University

BY: Alexander Smart

Dr. Alexander (Sandy) Smart, PhD
Professor of Natural Resources Management
SDSU Extension Rangeland Management
Specialist

DATE: 06/11/21

Mid-Missouri River Prescribed Burn Association

BY: Sean Kelly

Sean Kelly, MS, BSN, RN
Range Field Specialist
MMRPBA Liaison

DATE: 06/11/2021

South Dakota Game Fish and Parks-Wildlife

BY: [Signature]

Ryan Park
Regional Habitat Program Manager

DATE: 6/25/2021

Charles Mix County 4H

BY: Michael J. Koranda

Michael J. Koranda
4-H Youth Program advisor
Charles Mix & Bon Homme County

DATE: 6/28/21

Gregory County 4H

BY: Laura Kahler

Laura Kahler
4H Youth Program Advisor
Gregory & Tripp County

DATE: 06/11/2021

Challenge Partnership Financial Work Sheet

Corps Project Name: Fort Randall – Lake Frances Case

Work Project Title: Targeted Goat Grazing of Eastern Red Cedar

POC Name: Kelsey Kniffen

Address: 399 Powerhouse Rd

City: Pickstown

State: SD

Zip Code: 57356

Telephone: 605 - 487 - 7845 x3225

Location on Project: Randall Creek Wildlife Management Area

Partner Organization 1: South Dakota State University

POC Name: Dr. Alexander (Sandy) Smart, PhD

Address: Natural Resource Management-Box 2140B

City: Brookings

State: SD

Zip Code: 57007

Telephone: 605 - 688 - 5503

Partner Organization 2: Mid-Missouri River Prescribed Burn Association

POC Name: Sean Kelly

Address: 325 S Monroe St

City: Winner

State: SD

Zip Code: 57580

Telephone: 605 - 842 - 1267

Partner Organization 3: South Dakota Game Fish and Parks – Wildlife Division

POC Name: Ryan Park

Address: 1550 East King Ave

City: Chamberlain

State: SD Zip Code: 57325

Telephone: 605 - 734 - 4535

Partner Organization 4: Charles Mix County 4H

POC Name: Michael Koranda

Address: 400 Main St

City: Lake Andes

State: SD Zip Code: 57356

Telephone: 605 - 487 - 7666

Partner Organization 5: Gregory County 4H

POC Name: Laura Kahler

Address: 221 E 8th St

City: Burke

State: SD Zip Code: 57523

Telephone: 605 - 775 - 2581

Proposed start date of work: June 1st, 2021

Simple description of work to be accomplished through the partnership: Grazing activities will be conducted early, mid, and late summer. Each grazing trial will last a week and have a minimum of 5 replicate grazing plots. Partners will work together to complete site preparation, grazing, and data collection activities. Grazing studies will be completed a minimum of two years, up to five years total. The goal of this study is to develop a proactive approach to controlling eastern red cedar trees that can be added to a cedar tree management plan in addition to prescribed burn and mechanical treatments.

Double click on spreadsheet to access data entry fields:

	Local Corps Office	Handshake Funds	MMRPBA	South Dakota State University	SDGF&P - Wildlife Division	Charles Mix County 4H
Salaries	\$8,532	N/A	\$0	\$0	\$1,800	\$0
Travel	\$0	N/A	\$420	\$5,000	\$200	\$115
Materials and Supplies	\$0	\$12,462	\$0	\$5,000	\$0	\$0
Equipment Use	\$3,250	\$0	\$0	\$0	\$800	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$6,800	\$0	\$0	\$2,611
In-Kind Services	N/A	N/A	\$0	\$40,000	\$500	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$11,782	\$12,462	\$7,220	\$50,000	\$3,300	\$2,726
Share of Total Cost	12.8%	13.6%	7.9%	54.5%	3.6%	3.0%
	26.4%					

	Gregory County 4H	Partner 6	Partner 7	Partner 8	Partner 9	Partner 10
Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$830	\$0	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$3,481	\$0	\$0	\$0	\$0	\$0
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$4,311	\$0	\$0	\$0	\$0	\$0
Share of Total Cost	4.7%	0.0%	0.0%	0.0%	0.0%	0

	Partner 11	Partner 12	Partner 13	Partner 14	Partner 15	Total
Salaries	\$0	\$0	\$0	\$0	\$0	\$10,332
Travel	\$0	\$0	\$0	\$0	\$0	\$6,565
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$17,462
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$4,050
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$0	\$0	\$12,892
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$40,500
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$91,802
Share of Total Cost	0.0%	0.0%	0.0%	0.0%	0.0%	100%

Explanations:

Salaries and Volunteer estimates are based on time spent completing the following tasks: communication and coordination, field days, workshop days, site preparation and follow-up visits, data collection and analysis, grazing activities, and observations.

Travel is estimated based on mileage from various partners starting points and the number of trips they will need to make to and from the site.

Materials and supplies estimates are based on fencing needed for study areas, livestock supplies, site preparation materials, data collection and analysis supplies, and materials used in outreach programs.

Equipment use includes ATV and UTV use for mowing and transportation.

Volunteer hours are estimated using the supplied rate of \$27.20/hr.

In-Kind Services include data collection and analysis by South Dakota State University and goats needed for targeted grazing activities.