



BIG SIOUX RIVER PROJECT

Seasonal Riparian Area Management (SRAM) Contract

Minnehaha Conservation District
2408 E Benson Rd.
Sioux Falls, SD 57104
(Hereafter referred to as "MCD")

Name _____
Phone _____
Email _____
Address _____

(Hereafter referred to as "Owner")

The MCD hereby enters into an Agreement (the "Contract") with the Owner for the purpose of establishing a Seasonal Riparian Area Management (SRAM) program to be known herein as the "SRAM Project" or "Project" on existing marginal pastureland. This Contract is for the benefit of the Owner and the Big Sioux River Project and is for the purpose of preserving the Big Sioux River Watershed by improving the riparian areas associated with perennial/seasonal streams, wetlands, or permanent water bodies.

ARTICLE I

Term of Contract

- I.1. This Contract shall be effective Jan 1st, 2026 through Jan 1st, 2041 (the "Term"), unless otherwise terminated as set forth herein.

ARTICLE II

MCD Responsibilities and Participation

- II.1. The MCD agrees to assist in providing plans, specifications, and any other necessary assistance to award a Contract for the implementation of an SRAM Project on the Owner's property. The final and agreed upon Management Plan is attached hereto as **Exhibit A** and incorporated into this Contract by this reference and is hereinafter referred to as the "Management Plan." The MCD or its agents may request and receive technical assistance from the Natural Resources Conservation Service (NRCS) as resources are available. Project guidance is described in the Management Plan.
- II.2. The MCD agrees to maintain fiscal authority for this Contract by keeping records of all transactions. Provided the Owner is not in default under this Contract, MCD will make payment to Owner in full the first year of this Contract for the eligible acres enrolled in the SRAM Project ("Enrolled Acres") to the Owner once Management Plan specifications are met, subject to Article III, Section 2.
- II.3. Cost-sharing shall not exceed seventy-five percent (75%) of actual cost provided by MCD to help install additional practices such as but not limited to: installation of trees and weed barrier fabric and/or to establish a permanent stand of grass. For purposes of this Contract, the amount of cost-sharing monies to be provided to the Owner shall be governed by the Big Sioux River Watershed Project Segment 4 Project Implementation Proposal.

ARTICLE III

Owner Responsibilities and Participation

- III.1. The Owner is responsible for maintaining the Enrolled Acres in accordance with this Contract and the attached Management Plan specifications, and the Owner shall consult with the MCD or BSRP Watershed Coordinator before any management activities are planned and carried out unless otherwise specified in the attached Management Plan.
- III.2. It is agreed that the Owner shall prevent all livestock from grazing on the Enrolled Acres during the Deferred Period. The Deferred Period is from April 1 through September 30 of any year. A minimum of (30) feet of pasture, as measured from top of bank of **(Waterbody)** and measuring inland in a perpendicular manner, adjacent to the stream or waterbody will be required to qualify for enrollment, in accordance with the attached Management Plan. The attached Management Plan and Map specify the total Enrolled Acres where livestock shall be prevented from grazing during the Deferred Period. The Owner agrees to prevent grazing on the Enrolled Acres as specified in the Management Plan. The Owner is allowed to mechanically hay the Enrolled Acres after June 15 while maintaining a minimum vegetative cover of four-to-six (4-6) inches. If the SRAM pasture is hayed two times in the same year, there shall be no grazing allowed from October 1 through April 1 of the next year. Bales shall be removed before inclement winter weather prevents removal, which at no time shall be later than November 15 of any year. Livestock will be allowed on the Enrolled Acres only during the grazing period of October 1 through March 31, during which time alternative water shall be available to livestock and the minimum vegetative cover of 4 inches shall be maintained. Alternative water means any reliable water source other than water removed from **(Waterbody)**. Stocking rates should not exceed 1 Animal Unit or cow calf pair per 2 acres of pastureland. for more intense grazing management that exceeds 1 Animal Unit per 2 acres refer to the attached grazing management plan. Supplemental feeding shall not occur at any time on the SRAM acres with the exception of mineral and nutrient stations. Should the Owner violate this Contract, including but without limitation, violating any provision of the attached Management Plan, the Owner shall be liable to the MCD for the full amount of any cost-share and Project monies provided by MCD in accordance with this Contract and Management Plan.
- III.3. The Owner shall be responsible for controlling noxious weeds and other non-desirable species for the Term of this Contract. Pesticides shall be applied according to product label as well as federal, state, and local laws.
- III.4. The Owner agrees to operate and maintain all SRAM Project components under this Contract including all components of the attached Management Plan in accordance with the Management Plan specifications. This Contract cannot be modified except with the written consent of the MCD.
- III.5. The Owner agrees to assume all liability associated with the Enrolled Acres. The Owner hereby agrees to save, defend, hold harmless and indemnify MCD and its employees, agents, members, and partners, for any and all liability, costs, expenses, fines, penalties, interest, judgments, and claims, including attorney's fees, arising under this contract or involving the Enrolled Acres unless the aforementioned entities' actions are found negligent and causal to damages or harm to said employees, agents, members or partners. The Owner shall insure the Enrolled Acres and MCD shall have no duty to insure the Enrolled Acres.

ARTICLE IV

Understanding

- IV.1. Payment of any cost-sharing funds shall be provided to the Owner as soon as, but no earlier than such time as the management practices have been implemented according to Management Plan specifications and field checked and approved by MCD or their representative (BSRP Watershed Coordinator or Administering Conservation District). It is understood by both parties of this Contract that the cost-share rate established for the enrolled acres are to be paid by the Big Sioux River Project after the contract has been signed and made available through the MCD in a timely manner. If MCD should not be provided cost-sharing funds from the Big Sioux River Project, the Owner shall not be provided with such cost-sharing funds. The Owner's receipt of cost-sharing funds is expressly contingent on MCD's receipt of such funds.
- IV.2. Cost-share eligible project activities, practices, and all technical terms, if not otherwise specified in this Contract or the Management Plan shall be as defined and detailed as set forth in the South Dakota NRCS Technical Guide. The Owner hereby covenants and warrants that Owner has reviewed the Management Plan, understands its terms and any other technical language incorporated into this Contract and the Management Plan, and agrees to incorporate those terms as so defined, into this Contract.
- IV.3. If the property containing the Enrolled Acres is transferred, sold, or leased, Section III.4 shall still be adhered to, and the Owner will remain responsible unless otherwise agreed by the parties hereto. Failure to adhere to Section III.4 will require all Project monies to be refunded by the Owner.

Owner Initials _____

ARTICLE V

Terms and Conditions

- V.1. This Contract may not be terminated except by mutual consent, provided that the MCD may terminate this Contract and require the Owner to repay all Project monies in the event of the Owner's default.
- V.2. Best Management Practices ("BMPs") implemented through this Contract shall be maintained by the Owner based upon Management Plan specifications. Periodic status reviews by MCD or their respective representatives (BSRP Watershed Coordinator or Administering Conservation District) shall be performed, and the Owner agrees to allow such inspection throughout the Contract Term to determine that BMPs are being maintained in accordance with the Management Plan. The Owner agrees to provide the MCD or its respective representative's access to Owner's land including the Enrolled Acres. The MCD shall provide the Owner with reasonable notice of its intent to enter the Owner's land for such inspection. It is mutually agreed that if the BMPs are found not to be properly implemented or maintained, the Owner shall repay all Project monies.
- V.3. The SRAM Project shall be maintained without additional cost-share funds for the Term of this Contract in accordance with the Contract and Management Plan specifications.
- V.4. The provisions of this Contract may only be modified with the written consent of both parties.

- V.5 This Contract shall be governed and construed in accordance with the laws of the State of South Dakota, and any claim arising under this Contract shall take place in the Court located in Minnehaha County, South Dakota.
- V.6 The MCD shall have the right to enforce any provision of this Contract to the full extent allowed under the law including but without limitation to injunctive relief or specific performance of actions required under this Contract without the posting of a bond.
- V.7 This Contract shall run with the land during its Term and shall be binding upon and insure to the benefit of all parties and their respective heirs, executors, administrators, successors, and assigns.
- V.8 This Contract and its accompanying attachments constitute the entire agreement between the parties with regard to the subject matter hereof and supersede all prior understandings or agreements between the parties relative thereof.

Program Payments

GPS verified acres enrolled: _____ 15 years @ \$70/acre \$ _____

Total Reimbursement: \$ _____

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates indicated below.

_____ Owner	_____ Date
_____ Chairman, Board of Supervisors (Minnehaha Conservation District)	_____ Date

**** Any questions can be directed to BSRP (605) 651-0191 ****
Please mail paper applications to 2408 E. Benson Rd Sioux Falls, SD 57104.