

## **SOUTH DAKOTA BIGHORN SHEEP PARTNERSHIP**

### **A COOPERATIVE PARTNERSHIP BETWEEN THE WILD SHEEP FOUNDATION – MIDWEST CHAPTER AND SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS**

January 1, 2018

**GOAL:** The long-range purpose of this cooperative agreement is to conserve and enhance bighorn sheep habitat and populations, thereby improving hunting and viewing opportunities in South Dakota.

#### **AGREEMENT**

This agreement is between the South Dakota Department of Game, Fish and Parks (SDGFP) and the Wild Sheep Foundation – Midwest Chapter (WSF – Midwest).

WHEREAS, SDGFP wants to conserve and enhance habitat for and populations of bighorn sheep in the state of South Dakota, thereby improving hunting and viewing opportunities; and

WHEREAS, WSF – Midwest is a not-for-profit corporation founded for the purpose of establishing and preserving habitat for and increasing populations of North American wild sheep; and

WHEREAS, it is the mutual goal of both SDGFP and WSF – Midwest to conserve and enhance populations of bighorn sheep in South Dakota; and

WHEREAS, it is the additional goal of both SDGFP and WSF – Midwest to increase bighorn sheep hunting and viewing opportunities; and

WHEREAS, the parties deem it in their best interest to cooperate to jointly accomplish the aims of both;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SDGFP shall use enhancement monies received from WSF – Midwest to undertake bighorn sheep conservation projects toward the previously stated goals.
  - a. Assisting in development of, and actively participating in, bighorn sheep research and management in South Dakota.
  - b. Conducting annual bighorn sheep surveys and monitoring habitat changes and conditions.
  - c. Assisting in coordinating and planning bighorn sheep capture and transplant activities.
  - d. Assisting in preparing required environmental documents for bighorn sheep transplants, herd supplements, habitat evaluations and other conservation and management actions on public lands in South Dakota, and coordination with the U.S. Forest Service, Bureau of Land Management, South Dakota Office of School and Public lands, other land management agencies, and private landowners on bighorn sheep management actions.
2. SDGFP will host an annual bighorn sheep meeting of key partners and stakeholders interested in bighorn sheep management. This coordination meeting will include, but not limited to, a representative of the WSF-Midwest Board, SD Wildlife Federation, National Park Service, US Forest Service, 3-5 South Dakota residents interested in bighorn sheep management, and SDGFP staff. This coordination meeting will review the goals and objectives of the South Dakota Bighorn Sheep Management Plan (Plan) and provide updates and progress towards implementation. The purpose of the working group is to discuss and provide input on potential projects and appropriate expenditures for auction license funds.

3. SDGFP personnel may attend, when feasible, the WSF – Midwest annual fundraiser and provide an update on bighorn sheep conservation and management activities in South Dakota.
4. In South Dakota, one (1) bighorn sheep auction license becomes available if a minimum of 3 bighorn sheep licenses are allocated by the SDGFP Commission. If these license allocations are met, the WSF-Midwest Chapter has the opportunity to auction this license in the event the WSF – Midwest successfully secures the right to auction the license in accordance with the process adopted by the SDGFP Commission and delineated in the Administrative Rules of South Dakota.
5. The WSF – Midwest may collect a 5% conservation fee paid by the winning bidder if successful in securing the right to auction a bighorn sheep tag.

#### TERM OF AGREEMENT

The term of this agreement is for a period of 5 years, commencing on January 1, 2018 and terminating on December 31, 2022.

#### TERMINATION

This agreement may be terminated by mutual consent of both parties, or by either party, upon 30 days written notice. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SDGFP by written notice of default (including breach of agreement) to the WSF – Midwest may terminate the whole or any part of this agreement:

- a. If WSF – Midwest fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance on this agreement in accordance with its terms, and after receipt of written notice from SDGFP, fails to correct such failures within ten days or such longer period as SDGFP may authorize.

#### ASSIGNMENT AND DELEGATION

WSF – Midwest may not assign or otherwise transfer or delegate any right or duty without the express written consent of SDGFP.

#### INDEMNITY

WSF – Midwest and SDGFP each agrees to assume its own liability for any and all claims of any nature, including all costs, expenses, and attorney fees that may in any manner result from or arise out of this agreement.

#### ATTORNEY FEES

In the event a lawsuit is instituted on behalf of SDGFP to obtain performance due of any kind under this agreement, and SDGFP is the prevailing party, WSF – Midwest shall pay SDGFP's reasonable attorney fees and costs in connection with the lawsuit.

#### NONDISCRIMINATION AND COMPLIANCE WITH LAWS

WSF – Midwest agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights.

#### APPLICABLE LAW

This agreement is governed by and subject to the Constitution and laws of the state of South Dakota and rules promulgated by the Game, Fish and Parks Commission. Any lawsuit pertaining to or affecting this Agreement shall be venue in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

#### MODIFICATION

This agreement may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

#### NOTICES

All notices or other communications shall be given by mail, and are complete on the date mailed, when addressed to the parties at the following addresses:

South Dakota GFP Department  
523 East Capitol  
Pierre, South Dakota 57501

Or

Wild Sheep Foundation – Midwest Chapter  
1806 Aspen Court  
Northfield, MN 55057

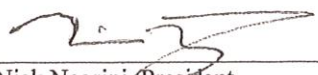
#### MERGER

This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement.

SD GAME, FISH AND PARKS

WILD SHEEP FOUNDATION – MIDWEST CHAPTER

  
By: Tony Leif, Wildlife Division Director

  
By: Nick Negrini, President

Dated this 14 day of Feb 2018

Dated this 2<sup>nd</sup> day of Feb. 2018