

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 5 – H
DATE: July 31 – August 1, 2024

SUBJECT

Extension Forestry Joint Powers Agreement Addendum – SDSU & SD Department of Agriculture & Natural Resources

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5.3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

The South Dakota Department of Agriculture and Natural Resources (DANR) has contracted with South Dakota State University for a number of years to establish and continue an Extension Forester position at SDSU within the Cooperative Extension Service. The current Joint Powers Agreement, which was originally approved by the Board in [October 2023](#), runs through September 30, 2026. DANR will provide up to \$90,000 to SDSU in Year 2, with SDSU providing non-federal matching funds, as provided for in Attachment I.

BOR Policy 5.3 (“Contracts Requiring Board Action...D. Joint powers agreements”), requires Board approval of Joint Powers Agreements (JPA). As such, Board of approval of the JPA addendum set forth in Attachment I is necessary.

IMPACT AND RECOMMENDATION

The attached work plan will allow SDSU to continue to receive funding from SDDANR to maintain the Extension Forester position within the Cooperative Extension Service at SDSU under the existing JPA.

Staff recommends approval.

ATTACHMENTS

Attachment I – JPA Exhibit A – Work Plan

DRAFT MOTION 20240731_5-H:

I move to approve the Year 2 Work Plan to the existing Joint Powers Agreement set forth in Attachment I.

EXHIBIT A THE
JOINT POWERS AGREEMENT
BETWEEN
SD DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES
RESOURCE CONSERVATION AND FORESTRY DIVISION
AND
SOUTH DAKOTA STATE UNIVERSITY

WITNESSETH:

WHEREAS, the South Dakota Department of Agriculture and Natural Resources, Resource Conservation and Forestry Division (DANR) and South Dakota State University (SDSU) entered into the Joint Powers Agreement last dated October 1, 2023 to provide an annual work plan for an extension forestry position; and

WHEREAS, Paragraph 1 of the Agreement provides: “DANR and SDSU will perform those services attached hereto as Exhibit A and by this reference incorporated herein. The Work Plan will be reviewed and approved annually by the above-mentioned parties”; and

WHEREAS, DANR and SDSU have mutually agreed that the annual Work Plan for the extension forestry position assigned to Dr. John Ball is in effect from October 1, 2024 until September 30, 2025; and

WHEREAS, DANR and SDSU have mutually agreed that this Work Plan supersedes any previous work plans or addendums to the JPA between DANR and SDSU; and

WHEREAS, DANR and SDSU have mutually agreed that the annual Work Plan addresses the financial assistance that will be provided by DANR in support of the extension forestry efforts provided by SDSU within the parameters listed below.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Financial Assistance to be Provided By DANR**

- a. DANR agrees to provide an amount not to exceed \$90,000 in federal funds to SDSU for services rendered between October 1, 2024 and September 30, 2025.
- b. DANR will make payments only on a reimbursement basis.
- c. DANR will make quarterly reimbursements upon receipt of an appropriate reimbursement claim with supporting documentation.

2. **Match Requirements for SDSU**

- a. SDSU must match all funds provided by DANR. Each dollar provided by DANR must be matched by non-federal funds or qualifying in-kind expenses incurred by SDSU.
- b. SDSU must provide adequate documentation of the required match before payment is made.

- c. SDSU may charge an administrative fee or indirect charge equal to the indirect rate allowed by the United States Forest Service for federal grants provided to DANR. This rate is negotiated by DANR each year with the United States Forest Service. For this work plan, **the indirect rate is 14.33 percent**. The difference between the University's administrative fee and the allowed indirect rate for DANR may be used as in-kind match.
 - d. SDSU must provide quarterly progress and accomplishment reports before reimbursement claims will be paid.
 - e. SDSU must submit final reimbursement claims by no later than October 31, 2025.
3. **Work Plan for the Extension Forester Position** – based on 50% of Dr. Ball's work year (130 workdays).
- a. **General Forest Health Assistance to DANR** (*Anticipated workload – 20 workdays*)
 - i. Provide advice and assistance to the Forest Health Program Administrator and the State Forester about insect and disease issues within the state.
 - ii. Monitor potential and existing insects and diseases that may affect trees in South Dakota.
 - iii. Assist in the planning and development of forest insect and disease suppression efforts as directed by the State Forester.
 - iv. Conduct appropriate reviews of applicable research that will enable DANR to address infestations in the most effective manner.
 - b. **Western Bark Beetle (WBB) on Private Lands** (*Anticipated workload – 5 workdays*)
 - i. Conduct workshops and public forums on WBB at the request of DANR.
 - ii. Assess the extent and severity of WBB outbreaks.
 - iii. Attend and participate in public forums, hearings, and other events as a Forest Health Specialist for DANR as directed by the State Forester.
 - c. **Custer State Park (CSP) WBB Monitoring** (*Anticipated Workload – 5 workdays*)
 - i. Assist DANR to conduct monitoring of beetle activity in Custer State Park (CSP) and prepare a written report of findings to be submitted to the State Forester and CSP (*Workload – Schedule 2 trips to CSP*)
 - ii. Each field trip should be scheduled with the FH Administrator and SDSU at least 2 weeks in advance.
 - d. **Emerald Ash Borer Project (EAB)** (*Anticipated Workload – 20 workdays*)
 - i. Assist DANR to maintain the state readiness plan to slow the spread of any EAB infestations within the state.
 - ii. Assist DANR to plan one EAB readiness field exercise in a community with an EAB readiness plan.
 - iii. Assist DANR to implement the EAB readiness plans as necessary.
 - iv. Conduct workshops and public forums on EAB at the request of DANR.
 - v. Assess the extent and severity of EAB infestations.
 - vi. Attend and participate in public forums, hearings, and other events as a Forest Health Specialist for DANR as directed by the State Forester.

- e. **Urban Forestry Volunteer Coordinator for DANR** (*Anticipated Workload – 5 workdays*)
 - i. Continue to conduct a statistically valid urban tree inventory system for the entire state using volunteers from the local communities.
 - ii. Assist division personnel to conduct regional tree care workshops.
 - f. **Training Sessions, Workshops, and Conferences** (*Anticipated Workload – 15 workdays*)
 - i. Assist DANR to plan and conduct forest health training sessions for DANR personnel and others as directed by the State Forester.
 - ii. Assist DANR to plan and conduct training sessions on forest management, agro-forestry, logger’s education, and other topics as directed by the State Forester.
 - iii. Workshops may be live and/or recorded and posted on the internet.
 - g. **Insect and Disease Identification and Diagnostic Services** (*Anticipated Workload – 15 workdays*)
 - i. Review Insect & Disease reports, e-samples, and samples submitted by DANR personnel or staff and follow-up with a written report on each submitted sample (*Anticipated Workload – 36 samples*). Copies of the written report should be provided to the Forest Health Program Administrator.
 - ii. Provide lab diagnostics when needed to identify a sample (*Anticipated Workload – 20 samples*).
 - iii. Conduct an on-site field investigation when identification cannot be made from a sample (*Anticipate Workload – 20 field investigations*). All field visits will be approved and scheduled through the Forest Health Program Administrator.
 - h. **Publish Pest Alerts, Pest Bulletins, and communications using other forms of media** (*Anticipated Workload – 40 workdays*)
 - i. Publish pest updates weekly throughout the growing season and at least bi-weekly throughout the rest of the year (*Anticipated Workload – 21 updates – 10 workdays*).
 - ii. Review existing pest bulletins and update 12 per year that are older than 5 years (*Anticipated Workload 12 bulletins – 10 workdays*).
 - iii. Develop new pest bulletins on common tree and shrub pests that can be used by the general public and other natural resource professionals (*Anticipated Workload – 10 workdays*).
 - iv. Review any pest bulletins prepared by DANR personnel (*Anticipated Workload – 5 workdays*).
 - v. Review and revise the South Dakota Best Management Practices manual for forest management practices (*Anticipated Workload – 5 workdays*).
4. **Reporting Requirements** (*Anticipated Workload – 10 workdays*)
- a. Prepare and submit a detailed monthly report to the State Forester and Forest Health Program Administrator on all activities covered by this work plan. The report will consist of a short narrative and a completed spreadsheet report provided by the Forest Health Program Administrator.
 - b. Prepare and submit annual federal reports to the State Forester and the Forest Health Program Administrator as requested. DANR will submit all federal reports to the US Department of Agriculture, Forest Service (USFS).

- c. Provide an updated weekly schedule (each Friday) via email to the Forest Health Program Administrator and the State Forester.
- d. Participate in weekly staff conference calls, division meetings, tours, official program reviews, and other meetings as directed by the State Forester.

5. Recognition

SDSU agrees to provide recognition of the contribution DANR and USFS has made to the extension forester position within SDSU by acknowledging all work accomplished through this work plan. SDSU must acknowledge DANR and USFS support in all published media including written, video, audio, electronic or other media developed as a result of this award. Work performed by SDSU outside of the work plan is not to be attributed to DANR without prior authorization.

6. Signatures

The parties signify their agreement to this work plan by the signatures affixed below.

IN WITNESS WHEREOF, the parties signify their agreement effective the date first written by the signatures affixed below.

SDSU

STATE OF SOUTH DAKOTA

(Date)

(Date)

(Print/ Signature)

Hunter Roberts
Secretary
South Dakota Department of
Agriculture and Natural Resources

(title)