



FS Agreement No. 22-CS-11020306-039

Cooperator Agreement No. \_\_\_\_\_

**CHALLENGE COST SHARE AGREEMENT  
Between The  
PENNINGTON, COUNTY OF  
And The  
USDA, FOREST SERVICE  
REGION 2, BLACK HILLS NATIONAL FOREST  
MYSTIC RANGER DISTRICT**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Pennington, County of, hereinafter referred to as “County,” and the USDA, Forest Service, Region 2, Black Hills National Forest, Mystic Ranger District hereinafter referred to as the “U.S. Forest Service,” under the authority: Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax relief Act of 2008, Section 601(a) in division C of Pub. L. 110.

Background: The County is reconstructing South Rochford Road to improve safety and efficiency of traffic movement. The reconstruction will result in higher traffic speeds along the highway. There are currently portions of the right of way on Forest Service land that are not fenced to restrict livestock movement across the highway. This has resulted in vehicle collisions with livestock. The U.S. Forest Service and County would like to further improve the safety along South Rochford Road by fencing the right of way and installing livestock guards to restrict livestock access to the highway.

Title: South Rochford Road Right of Way Fencing

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to eliminate livestock access to the highway in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

By cooperating on this agreement, the County and U.S. Forest Service will establish the framework for a mutually beneficial, and productive relationship for the purpose of improving public safety and reducing livestock casualties on U.S. Forest Service land.

In Consideration of the above premises, the parties agree as follows:



**III. COUNTY SHALL:**

- A. LEGAL AUTHORITY. The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Procure, administer, and inspect fence contracting services for the construction of the entire 4 strand barbed wire fence as shown in the project plans.
- C. Bear the cost of the fence construction within the road right of way as shown in the financial plan with the exception of the already-paved portion of South Rochford Road.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$15,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of County's annual invoice. Each invoice from County must display the total project costs for the billing period, separated by U.S. Forest Service and County share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

- 1. The County name, address, and telephone number.
- 2. Forest Service agreement number: **22-CS-11020306-039**
- 3. Invoice date.
- 4. Performance dates of the work completed (start & end).
- 5. Total invoice amount for the billing period, separated by Forest Service and The County share with in-kind contributions displayed as a separate line item.
- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement."
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice shall be forwarded to (email is preferred):

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)    POSTAL: USDA Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Ave NE  
 Albuquerque, NM 87109

FAX: 877-687-4894



Send a copy to: Patrick Champa: patrick.champa@usda.gov

- B. Supply the County all materials needed for the fence construction as shown in the financial plan.
- C. Be responsible for the storage and security of materials. The U.S. Forest Service shall provide livestock grates if the existing grates are deemed unusable.
- D. Bear the cost of the fence installation on the already-paved portion of South Rochford Road (portion immediately North of Deerfield Road).
- E. Remove 4 existing livestock guards from South Rochford Road. If these livestock guards are in adequate condition, they shall be moved to new locations in the Right-of-Way of South Rochford Road. The livestock guards that are not in adequate condition shall be disposed of.
- F. Install gates necessary for grazing management as shown in the project plan.
- G. Be available for project consultation and monitoring.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Joe Miller 3601 Cambell St Rapid City, SD, 57701 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: joe.miller@pennco.org	Gary Drewes, Commission Chair 130 Kansas City St Ste 100 Rapid City, SD 57701-2044 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: pcboc@pennco.org

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Patrick Champa 8221 Mt. Rushmore Rd Rapid City, SD, 57702 Telephone: (605) 716-2070 FAX: (605) 343-7134 Email: patrick.champa@usda.gov	Dave Graham 8221 Mt Rushmore Rd Rapid City, SD, 57702 Telephone: (605) 716-2119 FAX: (605) 343-7134 Email: david.graham@usda.gov



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Black Hills National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Black Hills National Forest will notify the The County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The County agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as County hereby willingly agree(s) to assume these responsibilities.
- Further, County shall provide any necessary training to County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.



- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- I. ELIGIBLE WORKERS. The County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**



The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

## **2. Accounting Records**

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

## **3. Internal Control**

The County shall maintain effective control over and accountability for all U.S. Forest Service funds. The County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

## **4. Source Documentation**

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$15,000 are currently available for performance of this agreement through May 1, 2026. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until The County receives notice of availability confirmed in a written modification by the Forest Service.

## **M. INDIRECT COST RATES- PARTNERSHIP**

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall



maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

N. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The County shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which County did not anticipate at the time of the award must be used to reduce the Federal agency and County's contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, County shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, County shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.



- O. OVERPAYMENT. Any funds paid to County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- P. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.





- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- U. FUNDING. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment or supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The County must maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. The County may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The County shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, County shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or County is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of County's managerial personnel. The County's managerial personnel, in this clause, means County's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of County's business; all or substantially all of County's operation at any one plant or separate location; or a separate and complete major industrial operation.



2. The County shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The County shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. The County shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the Grants Management Specialist, County shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"***

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll



free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for County's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by The County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to County for the United States Federal share of the non-cancelable obligations properly



incurred by County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- EE. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING. The County is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by County under this agreement.
  - Any right of copyright to which County purchase(s) ownership with any Federal contributions.
- GG. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative



of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

HH. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

II. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 1, 2026 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

JJ. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

GARY DREWES, Chair  
Pennington County Commissioners

4-19-2022

Date



**JAMES GUBBELS** Digitally signed by JAMES GUBBELS  
Date: 2022.04.24 19:21:15 -06'00'

JAMES GUBBELS, Mystic District Ranger Date  
U.S. Forest Service, Black Hills National Forest

The authority and format of this agreement have been reviewed and approved for signature.

**DAVID GRAHAM** Digitally signed by DAVID GRAHAM  
Date: 2022.04.12 11:05:48 -06'00'

DAVID GRAHAM Date  
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
**(1) No program income is expected and**  
**(2) The Cooperator is not giving cash to the FS and**  
**(3) There is no other Federal funding**

**Agreements Financial Plan (Short Form)**

**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$5,943.61	\$0.00	\$4,000.00	\$0.00	\$9,943.61
Travel	\$604.80	\$0.00	\$0.00	\$0.00	\$604.80
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$66,682.25	\$0.00	\$0.00	\$0.00	\$66,682.25
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract	\$0.00	\$15,000.00	\$76,663.80	\$0.00	\$91,663.80
Other					\$0.00
Subtotal	\$73,230.66	\$15,000.00	\$80,663.80	\$0.00	\$168,894.46
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$9,519.99				\$9,519.99
<b>Total</b>	<b>\$82,750.65</b>	<b>\$15,000.00</b>	<b>\$80,663.80</b>	<b>\$0.00</b>	<b>\$178,414.45</b>
<b>Total Project Value:</b>					<b>\$178,414.45</b>

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 54.79%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 45.21%
Total (f+g) = (h)	(h) 100.00%



## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Supervision, GS-11 Staff	\$399.97	5	\$1,999.85
Supervision, GS-7	\$344.21	8	\$2,753.68
Supervision, GS-5	\$148.76	8	\$1,190.08

<b>Total Salaries/Labor</b>	<b>\$5,943.61</b>
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#### Travel

##### Standard Calculation

Travel Expense	Cost/Mile	# of Miles	Total
FS Vehicle 2023	\$0.42	480	\$201.60
FS Vehicle 2014	\$0.42	960	\$403.20

<b>Total Travel</b>	<b>\$604.80</b>
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#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Wire, 12 guage barbed, roll	120	\$95.00	\$11,400.00
Posts, metal t	2360	\$5.50	\$12,980.00
Posts, wood 4"	215	\$10.69	\$2,298.35
Posts, wood 6"	143	\$18.30	\$2,616.90
Clips, #9 smooth, staples, stays	8	\$400.00	\$3,200.00
Livestock guard base, concrete hardware	5	\$6,000.00	\$30,000.00
Gate, steel	4	\$1,000.00	\$4,000.00

##### Non-Standard Calculation

Delivery charges	\$187.00
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<b>Total Supplies/Materials</b>	<b>\$66,682.25</b>
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<b>Subtotal Direct Costs</b>	<b>\$73,230.66</b>
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**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
13.00%	\$73,230.66		\$9,519.99
<b>Total FS Overhead Costs</b>			<b>\$9,519.99</b>

<b>TOTAL COST</b>	<b>\$82,750.65</b>
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## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
<b>Total Salaries/Labor</b>					<b>\$0.00</b>

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
<b>Total Travel</b>					<b>\$0.00</b>

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
<b>Total Equipment</b>					<b>\$0.00</b>

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
<b>Total Supplies/Materials</b>					<b>\$0.00</b>

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
<b>Total Printing</b>					<b>\$0.00</b>

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Fencing contract reimbursement		1	\$15,000.00		\$15,000.00
<b>Total Other</b>					<b>\$15,000.00</b>

<b>Subtotal Direct Costs</b>	<b>\$15,000.00</b>
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**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
	\$15,000.00		\$0.00
<b>Total Coop. Indirect Costs</b>			<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$15,000.00</b>
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## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulae, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
2 - Supervision		\$1,000.00	4		\$4,000.00
<b>Total Salaries/Labor</b>					<b>\$4,000.00</b>

County Contracts					
Standard Calculation					
Item		Quantity	Cost/Unit	Unit	Total
Barbe wire 4 strand		39,600	\$1.20	feet	\$47,520.00
Posts, metal t		2,360	\$5.00	each	\$11,800.00
Posts, wood 4"		215	\$6.10	each	\$1,311.50
Posts, wood 6"		143	\$6.10	each	\$872.30
Gate, steel		4	\$40.00	each	\$160.00
Non-Standard Calculation					
Survey of Limits					\$15,000.00
<b>Total Other</b>					<b>\$76,663.80</b>

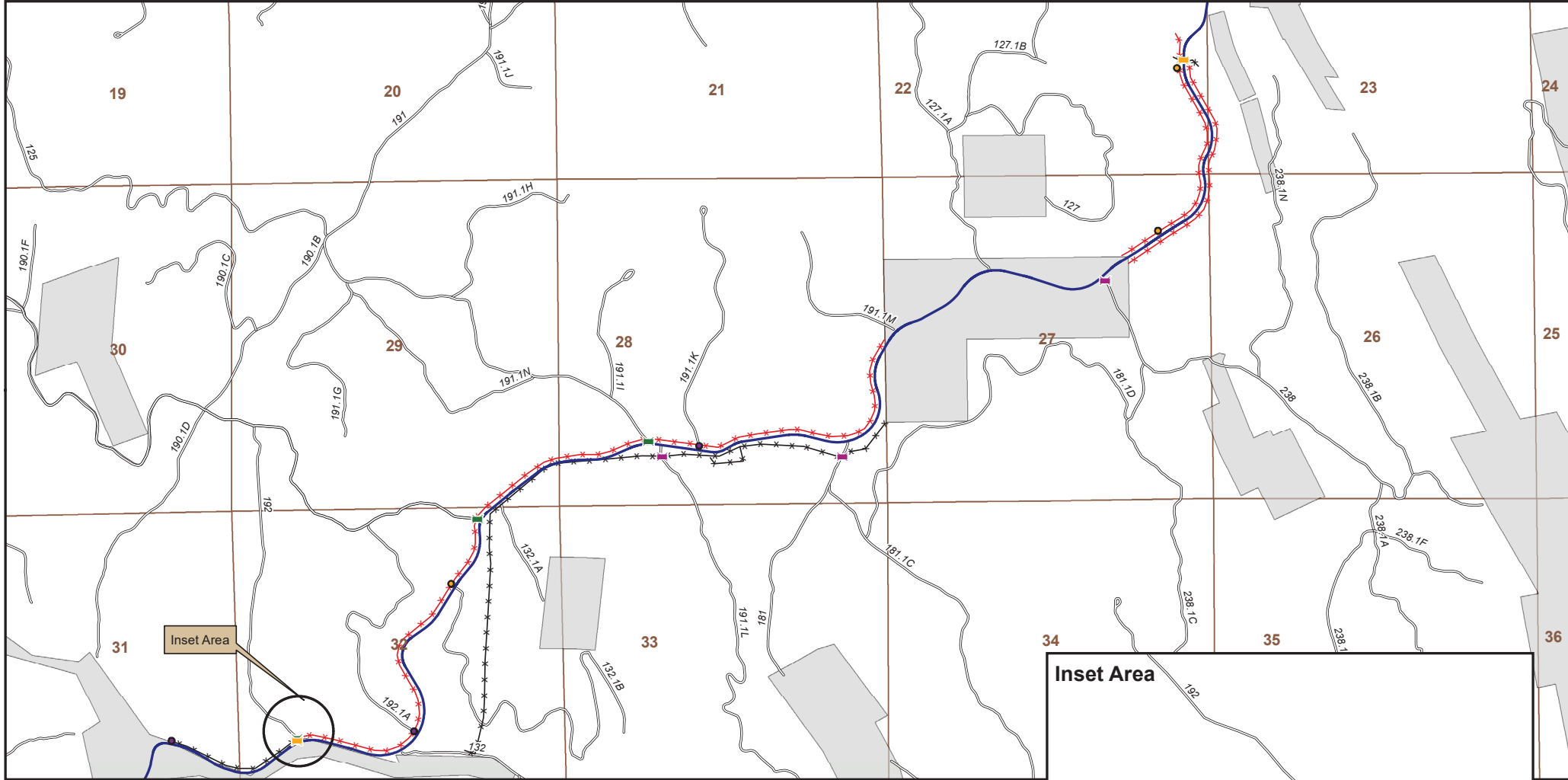
<b>Subtotal Direct Costs</b>	<b>\$80,663.80</b>
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Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
	\$80,663.80				\$0.00
<b>Total Coop. Indirect Costs</b>					<b>\$0.00</b>

<b>TOTAL COST</b>	<b>\$80,663.80</b>
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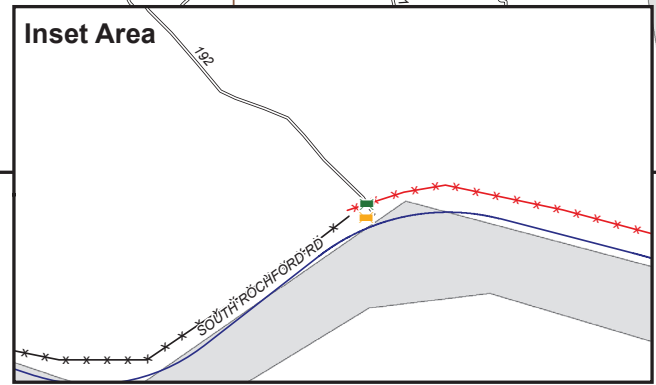


# South Rochford Road Project - North Half



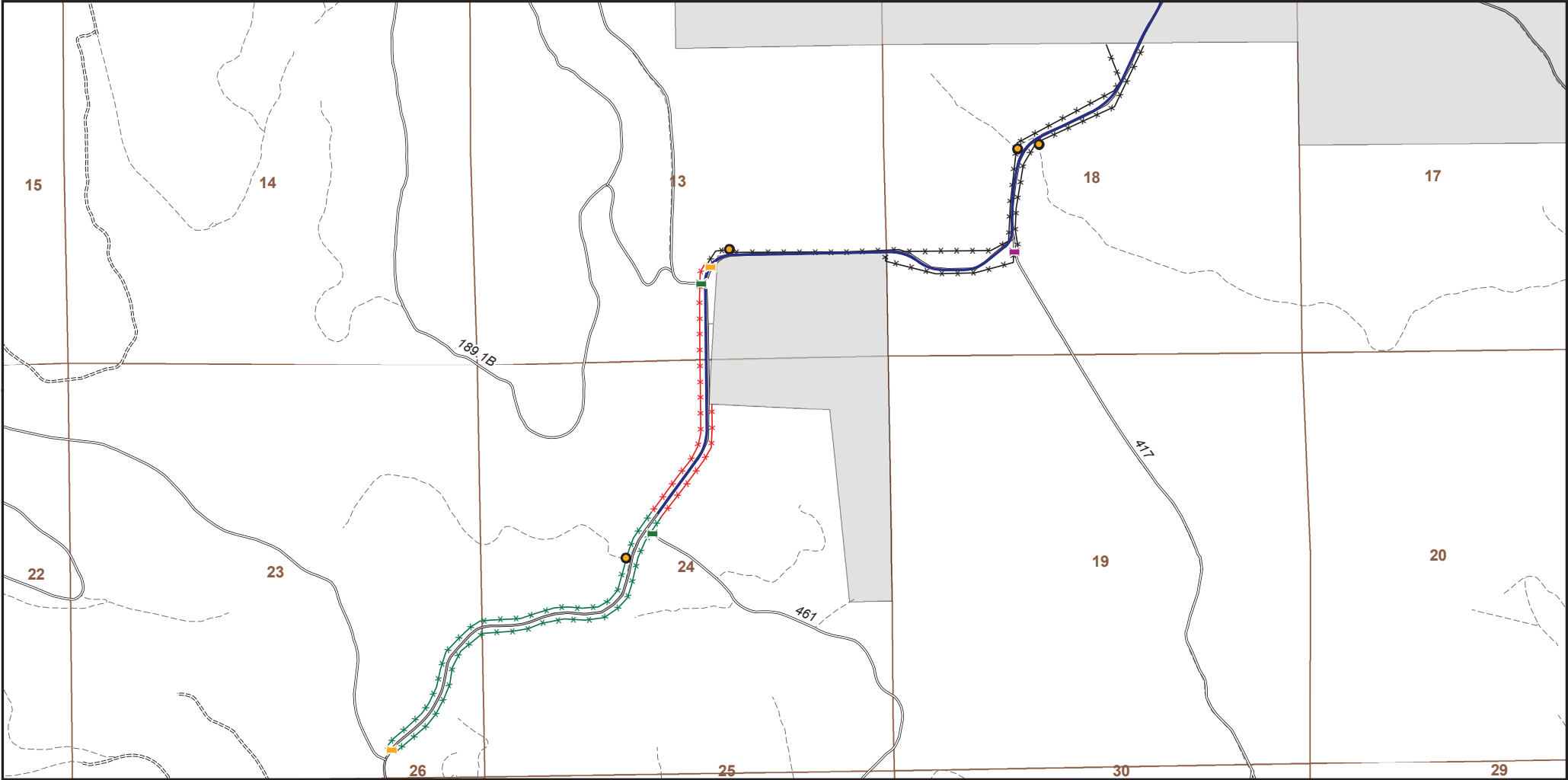
B.Knutson  
03/24/2022

S. Rochford Road Gates		S. Rochford Road Cattleguards		Fence	
	Install - 4 Ft. Steel		Install w/ Wire Gate Adjacent		Existing
	Install - 16 Ft. Wire		Remain in Place		To Construct
	Remove		Rochford Road Alignment 08-21-2019		PVT Property





# South Rochford Road Project - South Half



B.Knutson  
03/24/2022

S. Rochford Road Cattleguards		Fence	
	Install w/ wire Gate Adjacent		Existing
	Remain in Place		To Construct
	Remove		To Construct - FS Funds Contractor
	Install - 16 Ft. Steel		PVT Property
	S. Rochford Road Alignment 08-21-2019		