



FS Agreement No. 24-CS-11020300-039

Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
PENNINGTON COUNTY HIGHWAY DEPARTMENT
And The
USDA, FOREST SERVICE
REGION 2, BLACK HILLS NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Pennington County Hwy Department, hereinafter referred to as “County,” and the United States Department of Agriculture (USDA), U.S. Forest Service, Region 2, Black Hills National Forest hereinafter referred to as the “Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: The Great American Outdoors Act – National Parks and Public Land Legacy Restoration Fund (GAOA-LRF) was enacted in 2020 to address the deferred maintenance backlog of the USDA Forest Service and other federal land management agencies. The Forest Service has identified GAOA-LRF as a major program under the Program Management Improvement Accountability Act of 2016 (PMIAA). PMIAA requires the Forest Service to apply best practices in program management to management processes for planning and implementing program performance. Program Management Plan and Acquisition Strategy has numerous components, one of which is to leverage project management best practices to ensure projects meet schedule, scope, quality, and performance expectations.

The Black Hills National Forest intends to partner with Pennington County Highway Department for this GAOA-LRF project to leverage use of the County’s expertise, scheduling, and staff efficiencies to ensure this project is done in the most efficient manner to meet the project intent of reducing deferred maintenance at the sites.

Title: Pactola Reservoir Boat Ramp and Parking Chipseal Restoration

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to implement a chip and seal project at Pactola Reservoir boat ramp and parking lot in Pennington County in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service will benefit from addressing deferred maintenance through the application of a chip seal to the Pactola Reservoir parking lots, which will extend pavement life and reduce the formation of potholes and cracks. The Forest Service will also benefit from reduced liability which can accrue from improved surface traction which improves user safety.

Pennington County will realize benefits resulting from development of skill sets of their workers for career and personal development, and enhanced good neighbor participation recognized by residents and businesses. The improved safety of the parking areas will demonstrate to the residents and businesses the County is striving to improve safety through partnering for infrastructure improvements. This collaboration can enhance the reputation of the county for reliability and competence attracting more opportunities for collaboration in the future.

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

III. COUNTY SHALL:

- A. LEGAL AUTHORITY. 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. Apply chipseals to north and south boat ramp parking areas at Pactola Reservoir as depicted in Exhibit A.
 - The area to be chip sealed on the south boat ramp also includes a portion of NFSR 258 extending approximately 1,000 ft from the parking area to the intersection of T1-T8 tent camping area.
- C. Broomed material must be removed and disposed of off of U.S. Forest Service land.
- D. Avoid applying the chipseals the week before and after holidays.
- E. Avoid applying the chipseals during the Sturgis Rally (official dates: August 2 – 11, 2024).
- F. Provide the Forest Service a two week notice before applying the chipseals.
- G. Coordinate project time, including dates and hours of operation, with Forest Service to the maximum extent possible, with the intent of minimizing disruption of recreation activities.
- H. Implement measures to prevent spill, release or other contamination of Pactola Reservoir.



IV. THE FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The Forest Service shall reimburse County for the Forest Service's share of actual expenses incurred, not to exceed \$74,552.64, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of County's annual invoice. Each invoice from County shall display the total project costs for the billing period, separated by Forest Service and County's 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 120 days from the expiration date.

Each invoice must include, at a minimum:

1. County name, address, and telephone number.
2. Forest Service agreement number: **24-CS-11020300-039**
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 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 must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance
Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: landon.dinius@usda.gov

B. Perform in accordance with Financial Plan Exhibit B.



- C. Be responsible for a project news release prior to implementation.
- D. Be available for consultation.
- E. Provide project 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:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Miller 3601 Cambell Street Rapid City, SD 57701-0124 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: joe.miller@pennco.org	Lloyd Lacroix 130 Kansas City St. Suite 100 Rapid City, SD 57701-0124 Telephone: (605) 394-2171 FAX: (605) 394-2168 Email: commisioners@pennco.org

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Landon Dinius 1019 N. 5th Street Custer, SD 57730 Telephone: (605) 673-9238 FAX: (605) 673-9350 Email: landon.dinius@usda.gov	Dave Graham 8221 S Mount Rushmore Road Rapid City, SD 57702 Telephone: (605) 910-7017 FAX: n/a Email: david.graham@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the 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 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 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 Forest Service endorsement of County's products or activities.
- E. USE OF FOREST SERVICE INSIGNIA. In order for County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service's Office of Communications (Washington Office). A written request will be submitted by the Forest Service Region 2, Black Hills National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Region 2, Black Hills National Forest will notify the County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. County agree(s) that any of County's 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 has hereby willingly agreed 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. 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. 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 a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W.,



Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

- I. ELIGIBLE WORKERS. 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). 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 organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. 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.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

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

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

County shall maintain effective control over and accountability for all Forest Service funds. 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



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 Forest Service upon request.

L. 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 direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

2. For rates greater than 10 percent and less than 25 percent, 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 request a federally approved rate from 's cognizant audit agency no later than 3 months after the effective date of the agreement. 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.

M. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. 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.
- N. 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 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 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 Forest Service may charge interest on an overdue debt.

- O. AGREEMENT CLOSEOUT. Within 120 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 Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 120 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 Forest Service by County.



If this agreement is closed out without audit, the 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.

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

The cooperator may submit their performance report in whatever format they choose, or they can use the Forest Service optional form SF-1500-23. However, performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever 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

County shall submit quarterly performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with County's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. 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. County shall provide access and the right to examine all records related to this agreement to the 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. PUBLIC NOTICES. It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Black Hills National Forest of the U. S. Forest Service, Department of Agriculture"

County may call on the Forest Service's Office of Communication for advice regarding public notices. County is/are requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office of Communications as far in advance of release as possible.

- V. FUNDING. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment and 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.
- W. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the 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 Forest Service regulations.
- X. 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). County must maintain cost and price analysis documentation for potential Forest Service review. County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Y. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees and volunteers. Cooperator employees and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. 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 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 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 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 County to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the 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 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. County shall immediately inform the 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 Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING. 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 Forest Service must be copyrighted. The 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. PUBLICATION SALE. County may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.
- II. 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 Forest Service is not obligated to fund any changes not properly approved in advance.
- JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through November 30, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- KK. 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.



LLOYD LA CROIX, Chairman
Pennington County Commissioner

June 18, 2024

Date

TONI STRAUSS, Deputy Forest Supervisor
Forest Service, Black Hills National Forest

Date

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

DAVID GRAHAM

Digitally signed by DAVID GRAHAM
Date: 2024.05.29 07:43:03 -06'00'

DAVID GRAHAM
Forest Service Grants Management Specialist

Date

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).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Exhibit A: Specifications and Maps

ASPHALT SURFACE TREATMENT RATES OF MATERIALS

AE150 Asphalt for Surface Treatment applied rate = 0.32 gallons per square yard

SDDOT Type 2A Cover Aggregate applied rate = 21 pounds per square yard

SDDOT TYPE 2A COVER AGGREGATE

Cover Aggregate shall conform to the requirements for SDDOT Type 2A.

Fog Seal applied at a rate 0.1 gal/ yd²

BROOMING

Pre-Application Brooming

Loose material and debris on the existing surface shall be broomed off prior to application. Additional brooming may be required as directed by the Engineer. The material resulting from the brooming shall be swept to the edge of the parking lot away from the lake and removed and disposed off Forest Service Administrated Lands.

Post-Application Brooming

Loose material remaining on the surface shall be broomed off during the cool period of early morning of the day following application or as directed by the Engineer. Brooming shall be done with care, so that aggregate is not dislodged before setting. Additional brooming may be required as directed by the Engineer. The loose material resulting from the brooming shall be swept to the edge of the parking lot away from the lake and removed and disposed off Forest Service Administrated Lands. The fog seal will be applied after the final brooming.

AGGREGATE

SDDOT Type 2A Cover Aggregate applied rate = 21 pounds per square yard

SDDOT Type 2A Cover Aggregate shall conform to the requirements for SDDOT Type 2A.

Aggregate Type

Three aggregate types-quartzite, limestone, and natural aggregates-are commonly used throughout the state. The selection of the aggregate type should be based on the availability and cost of aggregates in the area. The performance of asphalt surface treatments with specific aggregate types should also be considered in the selection. Crushed aggregate can provide improved retention and durability characteristics and shall be used as appropriate for the application.

Aggregate Shape

Aggregate shall be cubical and angular.

Aggregates shall be similarly sized.

The gradation should limit the amount of fines (material passing the 0.075 mm (No. 200 sieve).

The maximum aggregate size is 9.52 mm (3/8 in).

Exhibit A: continued

APHALT EMULSION

AE150 Asphalt for Surface Treatment applied rate = 0.32 gallons per square yard

FOG SEAL

Fog Seal shall be SS-1H.

Fog Seal shall be applied at a rate of 0.09 to 0.11 gal/yd².

Pactola North Boat Ramp



Exhibit A: Continued

Pactola South Boat Ramp



Exhibit: B

USFS Agreement No.:

24-CS-11020300-039

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	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	FOREST SERVICE CONTRIBUTIONS				COOPERATOR CONTRIBUTIONS							
						Salaries/Labor	Travel	Equipment	Supplies/Materials	Printing	Other	Other	Subtotal	Coop Indirect Costs	FS Overhead Costs	Total	
	\$6,203.16	\$17,860.00	\$5,949.00	\$0.00	\$30,012.16												
	\$189.69	\$0.00	\$525.00	\$0.00	\$714.69												
	\$0.00	\$26,530.00	\$7,115.00	\$0.00	\$33,645.00												
	\$0.00	\$30,162.64	\$0.00	\$0.00	\$30,162.64												
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00												
	\$6,392.85	\$74,552.64	\$13,589.00	\$0.00	\$94,534.49												
		\$0.00	\$1,358.90		\$1,358.90												
	\$1,022.86				\$1,022.86												
	\$7,415.70	\$74,552.64	\$14,947.90	\$0.00	\$96,916.24												
Total Project Value:																	

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	84.58% (f)
Total Cooperator Share (c+d) ÷ (e) = (g)	15.42% (g)
Total (f+g) = (h)	100.00% (h)

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
Project Manager	\$609.11	4	\$2,436.44
Project Engineer	\$448.38	4	\$1,793.52
FS/Co Engineer Liaison/COR	\$493.30	4	\$1,973.20

Total Salaries/Labor	\$6,203.16
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Eng Vehicle 3020		\$63.23	3	\$189.69

Total Travel	\$189.69
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Subtotal Direct Costs

\$6,392.85

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
16.00%	\$6,392.85	\$1,022.86

Total FS Overhead Costs	\$1,022.86
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TOTAL COST

\$7,415.70

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 formulues, 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	Quantity	Cost/Hr	# of Hours		Total
Mech	2	\$48.00	10		\$960.00
Rollers	3	\$38.00	20		\$2,280.00
Brooms	2	\$38.00	10		\$760.00
Chipper	2	\$38.00	20		\$1,520.00
Distributor	2	\$38.00	20		\$1,520.00
Trucks	6	\$38.00	20		\$4,560.00
Clean up	4	\$38.00	20		\$3,040.00
Loader	1	\$38.00	20		\$760.00
Flaggers	3	\$24.00	20		\$1,440.00
Foreman	1	\$51.00	20		\$1,020.00
Total Salaries/Labor					\$17,860.00

Equipment

Standard Calculation					
Piece of Equipment	# of Units	Cost/HR	# of Hours		Total
Chipper	1	\$ 170.00	20		\$3,400.00
Rollers	3	\$ 100.00	20		\$6,000.00
Trucks	6	\$ 80.00	20		\$9,600.00
Brooms	2	\$ 55.00	20		\$2,200.00
Pickups	3	\$ 35.00	6		\$630.00
Trailers	3	\$ 50.00	6		\$900.00
Service truck	1	\$ 40.00	20		\$800.00
Loader	1	\$ 70.00	20		\$1,400.00
Distributor	1	\$ 80.00	20		\$1,600.00
Total Equipment					\$26,530.00

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
AE150, Chips, SS-1H Furnished		1	\$ 30,162.64	\$30,162.64
Total Supplies/Materials				\$30,162.64

Subtotal Direct Costs	\$74,552.64
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$74,552.64		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$74,552.64
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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	Quantity	Cost per hr	Hours		Total
Engineering Technician	1	\$46.00	7		\$322.00
Accountant	1	\$50.00	2		\$100.00
Office Manager	1	\$55.00	5		\$275.00
Superintendent	1	\$79.00	28		\$2,212.00
Distributor Crew	2	\$38.00	15		\$1,140.00
Truckers	5	\$38.00	10		\$1,900.00

Total Salaries/Labor					\$5,949.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/HR	Hours		Total
Pickup	1	\$35.00	15		\$525.00

Total Travel					\$525.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/HR	Hours		Total
Truck w/Transport Trailer	1	\$125.00	15		\$1,875.00
Distributor	1	\$80.00	3		\$240.00
Trucks/Belly Dumps	5	\$100.00	10		\$5,000.00

Total Equipment					\$7,115.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total

Total Supplies/Materials					\$0.00
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Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total

Total Printing					\$0.00
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Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total

Total Other					\$0.00
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Subtotal Direct Costs	\$13,589.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
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10.00% \$13,589.00 \$1,358.90

Total Coop. Indirect Costs	\$1,358.90
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TOTAL COST	\$14,947.90
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