



FS Agreement No. 25-RO-11020300-020

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

**ROAD PROJECT AGREEMENT**  
**Between**  
**PENNINGTON COUNTY HWY DEPARTMENT**  
**And The**  
**USDA, FOREST SERVICE, BLACK HILLS NATIONAL FOREST**

This Project Agreement (agreement) is hereby made and entered into by and between Pennington County Hwy Department, hereinafter referred to as “County,” and the USDA, Forest Service, Black Hills National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #24-RO-11020300-003 executed between the parties on December 26, 2023.

Project Title: Livestock Guard Removal, Cleaning, and Repair

**I. BACKGROUND:**

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on December 26, 2023. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

## II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in cattleguard cleaning, replacement, and repair. The work is as described in the hereby incorporated Operating plan, Exhibit A, and Financial Plan, Exhibit B.

## III. THE COOPERATOR SHALL:

- Perform in accordance with the Operating Plan, Exhibit A, and Financial Plan, Exhibit B.
- Bill the U.S. Forest Service for actual costs incurred, not to exceed \$12,750.

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

- Perform in accordance with the Operating Plan, Exhibit A, and Financial Plan, Exhibit B.
- 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 **\$12,750**, 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.

Each invoice must include, at a minimum:

- County's name, address, and telephone number
- U.S. Forest Service agreement number **25-RO-11020300-020**
- Invoice date
- Performance dates of the work completed (start and end)
- Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)  
POSTAL: USDA Forest Service  
Albuquerque Service Center  
Budget & Finance - Grants and Agreements  
4000 Masthead St, NE  
Albuquerque, NM 87109  
FAX: 877-687-4894

Send a copy to: [Landon.Dinius@usda.gov](mailto:Landon.Dinius@usda.gov)

## V. IT IS MUTUALLY AGREED AND UNDERSTOOD 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>
Joseph Miller 3601 Campbell Street Rapid City, SD 57701-0124 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: <a href="mailto:joe.miller@pennco.org">joe.miller@pennco.org</a>	Joseph Miller 3601 Campbell Street Rapid City, SD 57701-0124 Telephone: (605) 394-2166 FAX: (605) 394-2168 Email: <a href="mailto:joe.miller@pennco.org">joe.miller@pennco.org</a>

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Landon Dinius 1019 N. 5th Street Custer, SD 57730 Telephone: (605) 673-9238 FAX: (605) 673-9350 Email: <a href="mailto:landon.dinius@usda.gov">landon.dinius@usda.gov</a>	Dawn Gibeau 1617 Cole Boulevard, Building 17 Lakewood, CO 80401 Telephone: (605) 673-9238 Email: <a href="mailto:dawn.gibeau@usda.gov">dawn.gibeau@usda.gov</a>

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to award or 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 USC 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 (2008 Farm Bill).

- D. **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 Cooperatives, 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.

- E. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement
- F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of \$10,000 or more per unit and a useful life of over 1 year.
- G. 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.
- H. 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.
- I. ALTERNATE DISPUTE RESOLUTION. 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.
- J. 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.

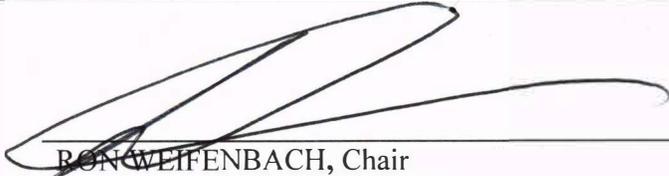
(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(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.

- K. MODIFICATION. 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.
- L. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through **August 31, 2026**, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- N. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

RON WEIFENBACH, Chair  
Pennington County Commissioners

9-16-2025

Date

**LUKE DECKER**

Digitally signed by LUKE DECKER

Date: 2025.09.16 14:52:10 -07'00'

For SHAWN COCHRAN, Forest Supervisor  
U.S. Forest Service, Black Hills National Forest

Date

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

**LINDSEY BURKETT**

Digitally signed by LINDSEY BURKETT

Date: 2025.08.28 15:01:09 -06'00'

LINDSEY BURKETT  
U.S. Forest Service Grants Management Specialist

Date

**Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4.45 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

**EXHIBIT A**  
**Forest Service Agreement No. 25-RO-11020300-020**  
**OPERATING PLAN**

- 1. IDENTIFICATION OF ROAD OR ROAD SEGMENTS.** It is the intention of the parties under this agreement to cooperate on the following roads or road segments:

**Livestock Guards:**

Road Name	Livestock Guard Location	Description of Work	Cost per project
Rochford Road (NFSR 17)	430501+00.68	Clean livestock guard	\$750.00
Eidelweiss Mountain Rd (NFSR 251)	439801+00.80	Repair adding 2 asphalt approaches	\$4,000.00
East Slate Road (NFSR 300)	130901+00.01	Repair adding asphalt approach	\$2,000.00
East Slate Road (NFSR 300)	130901+01.24	Repair adding 2 asphalt approaches	\$4,000.00
McVey Road (NFSR 331)	330801_00.04	Repair adding asphalt approach	\$2,000.00
Total Project Costs			\$ 12,750.00

- 2. PLANS AND SPECIFICATIONS.** U.S. Forest Service and Pennington County Specifications for Livestock Guard installation will be mutually agreed upon.

**3. DESIGNATION OF PARTIES AND SCHEDULE OF WORK.**

- a. U.S. Forest Service agrees to:

1. Furnish aggregate surfacing as needed to replace surfacing lost during livestock guard repair.
2. Reimburse the County, upon receipt of an itemized invoice for the cost of the project work identified in the financial plan.

- b. County agrees to:

1. Furnish all necessary equipment, supplies and personnel to load and transport materials, prepare the site, remove, clean or repair existing and install the replacement grates, appurtenances and placement of asphalt aprons.
2. Furnish all construction signs and traffic control during project work, as required by the Manual on Uniform Traffic Control Devices (MUTCD).
3. Load, haul and place aggregate as needed to replace, smooth and reestablish road surfacing that is disturbed by livestock guard repair.
4. Submit annual or final invoice to U.S. Forest Service Program Contact listed in the Project Agreement, for concurrence prior to forwarding to the Albuquerque Service Center.

5. Notify U.S. Forest Service before materials are picked up at the Hill City Shop to ensure necessary supplies are available.
  6. Notify U.S. Forest Service Program Contact as work progresses or provide a work plan showing proposed dates and work schedule.
  7. County will load, transport and deliver any removed parts/materials to U.S. Forest Service Hill City Shop and dispose of unsalvageable materials at a commercial disposal site.
- c. Schedule. Work on this project shall proceed as closely as possible to the following schedule:
1. County to begin work upon execution of the agreement
  2. All obligations agreed to in this project agreement will be completed by August 31, 2026.
- 4. ESTIMATED COST.** \$12,750 to be funded out of CMRD0325, refer to the Financial Plan attached to this agreement for the cost analysis of contributions.

Exhibit:

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	\$1,318.83	\$0.00	\$4,840.00	\$0.00	\$6,158.83
Travel	\$126.00	\$0.00	\$0.00	\$0.00	\$126.00
Equipment	\$0.00	\$0.00	\$1,140.00	\$0.00	\$1,140.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$12,750.00	\$0.00	\$0.00	\$12,750.00
Other					\$0.00
Subtotal	\$1,444.83	\$12,750.00	\$5,980.00	\$0.00	\$20,174.83
Coop Indirect Costs		\$0.00	\$598.00		\$598.00
FS Overhead Costs	\$216.72				\$216.72
Total	\$1,661.55	\$12,750.00	\$6,578.00	\$0.00	\$20,989.55
<b>Total Project Value:</b>					\$20,989.55

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 68.66%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 31.34%
Total (f+g) = (h)	(h) 100.00%

## WORKSHEET FOR

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

#### Salaries/Labor

##### Standard Calculation

Job Description	Employee	Cost/Day	# of Days	Total
Civil Engineer Technician/Contracting Officer Representative	1	\$439.61	3	\$1,318.83

<b>Total Salaries/Labor</b>	<b>\$1,318.83</b>
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#### Travel

##### Standard Calculation

Travel Expense	# of Units	Cost/Trip	# of Trips	Total
FS Vehicle#7062(100miles x \$0.42/mile = \$42/Trip)	1	\$42.00	3	\$126.00

<b>Total Travel</b>	<b>\$126.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$1,444.83</b>
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#### Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
15.00%	\$1,444.83	\$216.72

<b>Total FS Overhead Costs</b>	<b>\$216.72</b>
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<b>TOTAL COST</b>	<b>\$1,661.55</b>
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## WORKSHEET FOR

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

#### Other Expenses

#### Standard Calculation

Item	# of Units	Cost/Unit	Total
Asphalt/Repair	2	\$2,000.00	\$4,000.00
Asphalt/Repair both sides	1	\$4,000.00	\$4,000.00

#### Non-Standard Calculation

Supplies/Materials	# of Items	Flat Rate	Total
Clean Livestock Guard	1	\$750.00	\$750.00
Livestock Guard Replacement	1	\$4,000.00	\$4,000.00

<b>Total Other</b>		<b>\$12,750.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$12,750.00</b>
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#### Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$12,750.00	\$0.00

<b>Total Coop. Indirect Costs</b>	<b>\$0.00</b>
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<b>TOTAL COST</b>	<b>\$12,750.00</b>
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## WORKSHEET FOR

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

#### Salaries/Labor

Standard Calculation					
Job Description	Employees	Cost/Hour	# of Hours		Total
Maintenance Workers	1	\$240.00	14		\$3,360.00
Foreman	1	\$400.00	1		\$400.00
Flagman	1	\$120.00	9		\$1,080.00
<b>Total Salaries/Labor</b>					<b>\$4,840.00</b>

#### Equipment

Standard Calculation					
Piece of Equipment		Cost/Hour	# of Hours		Total
3/4 Ton Pickup w/trailer		\$85.00	4		\$340.00
Backhoe/Loader		\$50.00	4		\$200.00
Dumptruck		\$100.00	4		\$400.00
Steel Faced Roller		\$80.00	2		\$120.00
Pickup Service Truck		\$40.00	2		\$80.00
<b>Total Equipment</b>					<b>\$1,140.00</b>

**Subtotal Direct Costs**

**\$5,980.00**

#### Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	\$5,980.00			\$598.00
<b>Total Coop. Indirect Costs</b>				<b>\$598.00</b>

**TOTAL COST**

**\$6,578.00**