STATE OF SOUTH DAKOTA SERVICES CONTRACT/AGREEMENT
DEPARTMENT OF GAME, FISH & PARKS

GENERAL SERVICES CONTRACT

PENNINGTON COUNTY HIGHWAY DEPT
3601 CAMBELL ST, RAPID CITY, SD 57701
Referred to as Contractor

SD Department of Game, Fish & Parks
523 East Capitol
Pierre, South Dakota 57501
Referred to as State

The State hereby enters into this Agreement for services with Contract in consideration of and pursuant to the terms and conditions set forth herein.

1. The Contractor's service under this Agreement shall commence on **September 1, 2025,** and end on **May 30, 2026.**

2. The State will make payment for services upon satisfactory completion of the services, or upon a periodic basis, pursuant to itemized invoices. The TOTAL CONTRACT AMOUNT shall not exceed **$10,000.00**.

3. **Services to be Performed**
Perform mowing and snow removal for angler access on Whitetail loop road from Hwy 17. (Deerfiled Road) into Lake Shore Picnic Ara parking lot 2. Also to perform only snow removal on Pactola North and South access areas (maps attached). Provide a monthly summary of costs of project work to: South Dakota Game, Fish and Parks, 4130 Adventure Trail, Rapid City SD 57702 SD Dept. of Game, Fish and Parks will reimburse Pennington County at a rate of $130/hr for mowing and snow removal upon receipt of monthly summary costs

4. **Insurance**
The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

   A. **Commercial General Liability Insurance**
   The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit

   B. **Business Automobile Liability Insurance**
   The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned Vehicles.

2025_064

C. Workers' Compensation Insurance

The Contractor shall procure and maintain Workers' Compensation and employer's liability insurance as required by South Dakota law.

D. Certificates of Insurance

Before beginning work under this Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance shall not be canceled, except on 30 days' prior written notice to the State. Contractor shall furnish copies of insurance policies if requested by the State.

5. Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject consultant or the State to liability. Contractor shall report any such event to the State immediately upon discovery. Contractor's obligation under this section shall only be to report the occurrence of any event to the State and make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g. attorney/client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

6. Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

7. Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

8. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

9. Will Contractor use state supplies or facilities? **No**

10. This Agreement can be terminated upon thirty (30) days written notice by either party. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination, the State may take over the work

and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

11. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

13. Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency."

14. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. The Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota shall be the venue for any lawsuit pertaining to or affecting this Agreement.

15. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

17. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Kris Cudmore or Grant Truskowski** on behalf of the State, and by **Joe Miller ,** on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. CERTIFICATIONS

A. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for consultants, vendors, suppliers, or subconsultants with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars ($100,000) or more, by signing this Agreement Consultant certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Consultant further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

B. COMPLIANCE WITH SDCL ch 5-18A

Consultant certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

By signing this Agreement, Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government

department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement Consultant or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

D. CERTIFICATION OF NO STATE LEGISLATOR INTEREST

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of the constitutional provision in relation to all provisions within this Agreement. By signing this Agreement, Contractor hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

In witness hereto and with authority to do so, the parties signify their agreement by affixing their respective signatures hereto.

Contractor
PENNINGTON COUNTY HIGHWAY DEPT

Joseph Miller

SIGNED 8/21/2025, 6:32:50 AM CDT

State
Kirschenmann, Tom

Tom Kirschenmann

SIGNED 9/19/2025, 11:26:05 AM CDT

State and Federal Coding: Required

STATE Coding:
Comp: 3122
Center: 0610610
Account: 52049600-4413

FEDERAL Coding:
Comp: 2029
Center: 0610610
Account: 52049600-4413

Grant/s: NA

Project: NA

Conflict of Interest Statement

Associated with the attached contract, I have reviewed the "CONFLICT OF INTEREST WAIVER DECISION MATRIX" and hereby certify that the "CONFLICT OF INTEREST WAIVER" has been completed or is not needed.

Employee
Cudmore, Kristopher

Kristopher Cudmore

SIGNED 8/20/2025, 12:03:00 PM CDT

Whitetail Loop Road / Lake Shore Picnic Area

Pactola North Ramp
Closed Road
Pactola North Boat Launch
Boarding House Gulch
Veterans Point Trailhead
Veterans Point Fishing Pier
Closed Road
385
N
Pactola
USFS

Pactola South Access
MULTIPLE OWNERS
Reservoir
PACTOLA SOUTH DAY USE AREA
Pactola South Boat Launch
Custer Gulch
Pactola Point Picnic Area
BLACK HILLS NATL FOREST
Picnic Area
McGurdy
385
BLACK HILLS NATL FOREST
BLACK HILLS NATL FOREST
BLACK HILLS NATL FOREST
385
N
USFS

SOUTH DAKOTA DEPARTMENT OF
GAME, FISH AND PARKS
523 EAST CAPITOL AVENUE | PIERRE, SD 57501

Game, Fish and Parks Internal Checklist for the General Services Contract