



PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER PARTICIPATING AGREEMENT # 18-PA-11020308-032
BETWEEN
LAWRENCE, COUNTY OF
AND THE
USDA, FOREST SERVICE
REGION 2, BLACK HILLS NATIONAL FOREST SERVICE
NORTHERN HILLS RANGER DISTRICT

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the Lawrence, County of, hereinafter referred to as “County,” and the USDA, Forest Service, Region 2, Black Hills National Forest, Northern Hills Ranger District, hereinafter referred to as the “U.S. Forest Service,” as specified under the provisions of Master Participating Agreement #18-PA-11020308-032.

Title: Lawrence County Invasive Treatment

I. GENERAL PROJECT DESCRIPTION

The County in cooperation with the County Weed and Pest Board will furnish all labor, equipment, transportation, technical aid and supervision necessary to perform noxious weed control on approximately 76 acres on the Black Hills National Forest within Lawrence County. Contact the Forest Service Program Manager for locations and maps.

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

II. RESPONSIBILITIES:

A. The County shall:

In cooperation with Lawrence County Weed Board shall:

1. Furnish all labor, herbicide, equipment, transportation, technical aid and supervision necessary to perform noxious weed treatment of 76 acres.
2. When treatment is completed in a specific area, provide site records and shapefiles (must be in polygons) containing weed species composition and location, density and acreage of species treated and herbicide application rates.
3. Update FS personnel on a weekly basis as to progress and current location of weed treatment.



4. Prioritize noxious weeds to be treated
 - a. Leafy spurge
 - b. St. Johnswort
 - c. Common Tansy
 - d. Yellow Toadflax
 - e. Spotted Knapweed

5. It is the responsibility of the Lawrence County Weed and Pest Board to provide all necessary herbicide, surfactant, and marker dye. Dye will be used with all applications. The following herbicides can be used: Milestone, Tordon, 2,4D, and Plateau (others may be used if they are state labeled and EPA registered and approved by District personnel.)

6. Treatment of noxious weeds can run from the date this agreement is signed by all parties through September 15, 2021 dependent upon climatic conditions and plant growth stage.

7. All work performed under the terms of this plan by County shall be in full accordance with the attached conditions and specifications.
 - a. All activities associated with this project will conform to provisions of applicable federal, state and county laws, regulations and codes.
 - b. Restricted Use pesticides will be applied only by certified pesticide applicators.
 - c. Boom spraying will cease when wind speed exceed 10 m.p.h.
 - d. Spraying will cease when temperatures exceed 95° F. All chemicals will be used in strict accordance with label instructions.
 - e. Pesticide and pesticide containers will be transported and disposed of in a manner which will safeguard public health and wildlife, prevent damage to non-target plant species and prevent soil and water contamination.
 - f. All GIS data must be submitted by or before Sept 15, 2021. GIS shapefiles must submitted in the form of polygons. A FS data dictionary will be provided to the county and must be used in all GPS efforts.
 - g. The U.S. Forest Service shall provide an applicators report and must be used to document treatment activities.

8. **PROGRAM PERFORMANCE REPORTS.** County shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

1. A list of the total number of acres treated by herbicides on NFS Lands, by weed species and treatment unit.
2. Kill rates, targeted species affected as well as any non-targeted species affected. Report any new species of concern.



3. Provide applicators reporting form for each treatment location: (FS will provide applicators report form).
4. Provide GIS data of treated noxious weed infestations and sites in the project area. Submit recorded treatment locations and acreage using the data dictionary provided by the Forest Service.

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

County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 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.

B. The U.S. Forest Service shall:

1. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$9,880 as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of the County's quarterly invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the 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 the 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:

- a. The County's name, address, and telephone number.
- b. U.S. Forest Service agreement number (**21-PA-11020308-017**).
- c. Invoice date.
- d. Performance dates of the work completed (start & end).
- e. Total invoice amount for the billing period, separated by the U.S. Forest Service and County share with in-kind contributions displayed as a separate line item.
- f. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- g. Cumulative amount of the U.S. Forest Service payments to date.
- h. Statement that the invoice is a request for payment by 'reimbursement'.
- i. If using SF-270, a signature is required.
- j. Invoice Number, if applicable.

The invoice shall be forwarded to:



EMAIL: asc_ga@fs.fed.us 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: Program Manager Marty Pedersen

3. **LIMITATION OF FUNDS.** U.S. Forest Service funds in the amount of \$9,880.00 are currently available for performance of this agreement through September 30, 2021. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the U.S. Forest Service for any payment above this amount until County receives notice of availability confirmed in a written modification by the U.S. Forest Service.
4. Conduct inspection of treatment areas on a weekly basis to maintain coordination with cooperators and assure at least a 90% kill rate is accomplished in weed infested areas
5. Provide a Data dictionary to the County for use and GIS data will be in shapefile (polygons) format compatible with Arc Map.
6. Provide an Applicators report to the county that is used throughout Black Hills National Forest.
7. Submit all GIS data and applicators report by September 15, 2021.
8. Perform in accordance with the Financial Plan.

III. CONTACTS & TIME LIMITS:

- 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
Dave Heck Invasive Species Supervisor 3520 Cactus Place Spearfish, SD 57783 Telephone: (605) 642-1976 FAX: (605) 605-642-1976 Email: dheck@lawrence.sd.us	Dave Heck Invasive Species Supervisor 3520 Cactus Place Spearfish, SD 57783 Telephone: (605) 642-1976 FAX: (605) 605-642-1976 Email: dheck@lawrence.sd.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Marty Pedersen Forest Invasive Species Coordinator 2014 N. Main Spearfish, SD 57783 Telephone: (605) 642-4622 FAX: (605) 642-4156 Email: marty.pedersen@usda.gov	Dave Graham Grants Management Specialist 8221 S. Highway 16 Rapid City, SD 5772 Telephone: (605) 716-2119 FAX: (605) 343-7134 Email: dave.graham@usda.gov

- B. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through September 30, 2021 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

- C. 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.

- D. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

IV. APPROVAL

- A. 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.

RICHARD SLEEP, Chair
Lawrence County Commissioners

Date



STEVEN J. KOZEL, Northern Hills District Ranger
U.S. Forest Service, Black Hills National Forest

Date

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

DAVID GRAHAM
U.S. 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.

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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.

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	\$1,568.00	\$5,512.50	\$3,460.00	\$0.00	\$10,540.50
Travel	\$655.55	\$728.00	\$572.00	\$0.00	\$1,955.55
Equipment	\$160.00	\$2,400.00	\$0.00	\$0.00	\$2,560.00
Supplies/Materials	\$30.00	\$1,239.50	\$1,237.60	\$0.00	\$2,507.10
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$2,413.55	\$9,880.00	\$5,269.60	\$0.00	\$17,563.15
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$289.63				\$289.63
Total	\$2,703.18	\$9,880.00	\$5,269.60	\$0.00	\$17,852.77
Total Project Value:					\$17,852.77

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 70.48%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 29.52%
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
Inspection and site visit	\$392.00	4	\$1,568.00

Total Salaries/Labor

\$1,568.00

Travel

Standard Calculation

Travel Expense	Cost/Trip	# of Trips	Total
Vehicle	\$7.77	15	\$116.55
Mileage	\$0.49	1,100	\$539.00

Total Travel

\$655.55

Equipment

Standard Calculation

Piece of Equipment	Cost/Day	# of Days	Total
Computer/GPS	\$8.00	20	\$160.00

Total Equipment

\$160.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Map making	6	\$5.00	\$30.00

Total Supplies/Materials

\$30.00

Subtotal Direct Costs

\$2,413.55

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
12.00%	\$2,413.55		\$289.63
Total FS Overhead Costs			\$289.63

TOTAL COST	\$2,703.18
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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
1 Supervisor		\$304.50	7		\$2,131.50
3 Crew Members		\$483.00	7		\$3,381.00

Total Salaries/Labor	\$5,512.50
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Travel

Standard Calculation

Travel Expense		Cost/Trip	# of Trips		Total
2 Spray Trucks		\$52.00	14		\$728.00

Total Travel	\$728.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
ATV spray equipment	4	\$100.00	6		\$2,400.00

Total Equipment	\$2,400.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
2,4 D herbicide		2,368	\$0.08		\$189.44
Milestone Herbicide		380	\$2.38		\$904.40
Surfactant		1,213.80	\$0.12		\$145.66

Total Supplies/Materials	\$1,239.50
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Subtotal Direct Costs	\$9,880.00
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Cooperator Indirect Costs

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

TOTAL COST	\$9,880.00
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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. $\text{cost/day} \times \# \text{ of days} = \text{total}$, 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 $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. 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
1 Supervisor	\$304.50	4	\$1,218.00
3 Crew Member	\$483.00	4	\$1,932.00
Admin Assistant	\$155.00	2	\$310.00

Total Salaries/Labor	\$3,460.00
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Travel

Standard Calculation

Travel Expense	Cost/Trip	# of Trips	Total
Spray Truck Gas	\$52.00	4	\$208.00
Spray Truck Gas	\$52.00	4	\$208.00
Inspection Truck Gas	\$52.00	3	\$156.00

Total Travel	\$572.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Measuring Cup 128 oz	4	\$14.65	\$58.60
Measuring Cup 10 oz	4	\$4.05	\$16.20
Measuring Cup 232 oz	4	\$15.75	\$63.00
First Aid Kits	4	\$75.00	\$300.00
Neoprene Gloves	4	\$6.25	\$25.00
Tyrex Chemical Suits	4	\$6.85	\$27.40
Mixing Aprons	4	\$34.85	\$139.40
Safety Glasses	4	\$11.00	\$44.00
Spill Kits	4	\$79.75	\$319.00
Masks	4	\$31.50	\$126.00
Ear Plugs (1 Box)	4	\$29.75	\$119.00

Total Supplies/Materials	\$1,237.60
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Subtotal Direct Costs

\$5,269.60

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$5,269.60		\$0.00
Total Coop. Indirect Costs			\$0.00

TOTAL COST	\$5,269.60
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