

**Brookings County Highway Department
Moody County Highway Department
Joint Work Agreement**

This joint agreement, made and entered into this 26TH day of January, 2016 by and between Brookings County, South Dakota and Moody County, South Dakota, the Party Counties each understand, agree and enter into a Joint Work Agreement under the following terms and conditions:

RECITALS

1. That in its normal construction cycle, the BROOKINGS COUNTY HIGHWAY DEPARTMENT seals approximately fifty (50) miles of highways in BROOKINGS COUNTY.
2. That in its normal construction cycle, the MOODY COUNTY HIGHWAY DEPARTMENT seals approximately thirty (35) miles of highways in MOODY COUNTY.
3. That the sealing of such roads requires more labor and equipment than is normally available in either of the Party Counties.
4. That attached hereto, marked Exhibit "A" is a schedule of the agreed rates and costs for labor and equipment of the Party Counties.
5. That for the purposes of this agreement, the term "Supplying County" shall refer to the County which supplies labor or equipment, or both, to the other County for a sealing project and the term "Project County" shall refer to the County in which the sealing project work is being performed.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter provided, the Parties agree as follows:

I

That this agreement shall apply to the calendar year 2016

II

That the BROOKINGS COUNTY HIGHWAY DEPARTMENT and the MOODY COUNTY HIGHWAY DEPARTMENT shall cooperate fully with regard to the County Highway Sealing Programs in each of such counties.

III.

That the Highway Superintendents of each of the Party Counties shall mutually schedule the sealing programs in such Counties so as to permit the sharing of equipment and labor. The Highway Superintendents of each Party County should mutually try to schedule the working off any dollar amount difference by working together with each party by exchanging Labor and Equipment. This is to be done with discretion of time and normal maintenance cycles of each county.

IV.

That either County Highway Superintendent may request additional labor and equipment from the other County Highway Department for use in such Counties' Highway Sealing Program and such labor and equipment shall be provided at times and places as mutually agreed to between the County Highway Superintendents.

V.

That Supplying County shall be responsible for all worker's compensation and other insurance for its own employees and for any and all damage to its own equipment, regardless of where or when any injuries or damage occur and shall hold the Project County harmless therefore; all employees and equipment of the Supply County shall be considered for all purposes as employed by or owned by the Supplying County, rather than the Project County.

VI.

Both County Highway Departments shall keep records on all joint sealing projects with regard to labor and equipment used. Both Counties agree that each county direct equipment and labor rates, as set forth in Exhibit "A", shall be used to determine the compensation to the Supplying County regarding either labor or equipment or both.

VII.

After the construction season is completed, each County Highway Department shall provide to the other County Highway Department an itemized written statement of the compensation due for equipment and labor furnished by such County Highway Department as a "Supplying County" pursuant to this Agreement. Such statements shall be made on and forwarded in a timely manner so as to permit payment on or before the 31st day of December of such year. Insofar as possible, such compensation shall be offset; however, the County that owes more money shall pay the other County the balance due on or before the 31st day of December of the year such material and labor is furnished.

VIII.

Either County herein may terminate its obligations under this agreement and cancel this agreement by giving the other County thirty (30) days written notice of its intent to cancel this agreement.

Executed in duplication the year and date first above written.

BROOKINGS COUNTY:

MOODY COUNTY:

Chairman, County Commission

Chairman, County Commission

Brookings County Finance Officer

Moody County Auditor

Brookings County Highway Superintendent

Moody County Highway Superintendent