



Planning & Engineering
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December 29, 2021

To: Brookings County
Lori Schultz, Finance Officer
520 3rd Street, Suite 100
Brookings, SD 57006

Subject: Project Number PH 0010(155) PCN 06TV, transverse rumble strips, located on County road 476th Avenue at the intersection with US14.

Attached is the Joint Powers Maintenance and Financial Agreement between Brookings County and the Department of Transportation. Please note that I will need a **copy of the County/Board Commission minutes** giving the Chairperson permission to sign the agreement

Please return the signed originals to me, and I will complete the in house process for signatures and have the agreement assigned a contract number. Once this is completed, I will return one (1) signed original to you for your records.

If you have any questions please give me call at any time.

Thank you,

A handwritten signature in cursive script that reads 'Marilyn Patterson'.

Marilyn Patterson
Project Development Office
Department of Transportation
700 East Broadway Avenue
Pierre, SD 57501
(605) 773-6642

**STATE OF SOUTH DAKOTA
JOINT POWERS FINANCIAL AND MAINTENANCE AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
BROOKINGS COUNTY, SOUTH DAKOTA**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Brookings County, South Dakota, referred to in this Agreement as the "COUNTY." The STATE and the COUNTY concur in the construction of a Federal Aid Construction Project in the Roadway Safety Improvement Category, listed in the Department of Transportation Statewide Transportation Improvement Program for Fiscal Year (FY) 2021, in Brookings County, South Dakota, as follows:

1. JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

2. STATE PROJECT

The STATE and the COUNTY concur in the proposal for the Rumble Strip/Pavement Marking project identified as Roadway Safety Improvement Project Number PH 0010(155) PCN 06TV, located on various COUNTY roads in Brookings County, referred to in this Agreement as the "PROJECT."

3. CONTRACT PROCUREMENT

- A. The STATE will design, advertise, let to contract, and be the contracting party for the PROJECT.
- B. The STATE will obtain the required environmental clearances for the PROJECT.
- C. The STATE will provide construction engineering including construction supervision and inspection.

4. FINANCIAL RESPONSIBILITY

The PROJECT is one hundred percent (100%) eligible for Highway Safety Improvement Program (HSIP) federal funding. The STATE will pay for all costs incurred under this Agreement, excluding costs associated with maintenance of the PROJECT.

5. COUNTY RESPONSIBILITY

The COUNTY will have the sole obligation and responsibility for maintenance of the PROJECT. The COUNTY will maintain the pavement markings, signing, and rumble strips in like materials, and in the same manner, dimensions, and locations as originally established by the STATE, so long as the pavement markings and rumble strips conform with standards found in the Manual on Uniform Traffic Control Devices (MUTCD) in effect at the time of this Agreement until such time as the pavement markings, signing, or rumble strips reach their respective end of life, whichever is the later in time. For purposes of this Agreement, end of life is four (4) years for the pavement markings, end of life is eight (8) years for the signing, and end of life for the rumble strips is the end of the second chip seal or until the surface is replaced, whichever occurs first.

6. INDEMNIFICATION

The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the COUNTY 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. RECORDS RETENTION AND AUDIT

- A. All PROJECT charges will be subject to audit in accordance with the STATE'S current procedures and United States Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.
- B. Upon reasonable notice, the COUNTY will allow the STATE or U.S. Department of Transportation representatives to examine all records of the COUNTY related to this Agreement during the COUNTY'S normal business hours. The COUNTY will keep all records for a period of three (3) years after the date of final payment is made by the STATE under this Agreement and all other pending matters are closed.
- C. If the COUNTY expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any COUNTY fiscal year covered, in whole or in part, under this Agreement, the COUNTY will be subject to the single agency audit requirements of the U.S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. If the COUNTY expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any COUNTY fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

8. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and be signed by an authorized representative of each of the parties.

9. TERMINATION

The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTY breaches any of the terms or conditions of this Agreement, the STATE may terminate this Agreement at any time with or without notice.

10. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

11. AUTHORIZATION

The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY after consideration of the matter during a regularly scheduled meeting. A copy of the COUNTY'S Board of Commissioner's minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as Exhibit A.

SIGNATURE PAGE FOLLOWS

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Brookings County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Joel M. Jundt

Its: County Commission Chairperson

Its: Department Secretary

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

County Auditor/Clerk

(COUNTY SEAL)