

JOINT POWERS AGREEMENT FOR FUNDING A
TRANSPORTATION PLANNING STUDY
IN MITCHELL, 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 the city of Mitchell, South Dakota, referred to in this Agreement as the "CITY."

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 CITY 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. CONTRACT PROCUREMENT

- A. The STATE intends to seek proposals for a transportation planning study for the area of Mitchell, South Dakota (referred to in this Agreement as the "STUDY"); and
- B. If the STATE and the CITY pursue the STUDY, the federal funding source is anticipated to be state planning and research (SPR) funds.

3. FINANCIAL RESPONSIBILITY

If the STATE enters into a contract for the STUDY, the CITY will reimburse the STATE the required federal funding match in the amount of twenty-five percent (25%) of the STUDY'S final cost but not more than Fifty Thousand Dollars (\$50,000.00).

4. 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.

5. SIGNING AUTHORITY

The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as Exhibit A.

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.

City of Mitchell, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Its: Mayor	Its: Secretary
Date: _____	Date: _____
Attest:	Approved as to Form:
_____	<i>/s/ Dustin W. DeBoer</i>
CITY Auditor/Clerk	Special Assistant Attorney General

(CITY SEAL)