STATE OF SOUTH DAKOTA
JOINT POWERS
MAINTENANCE AGREEMENT
AMONG
DEPARTMENT OF TRANSPORTATION,
PENNINGTON COUNTY, SOUTH DAKOTA,
AND
RAPID CITY, SOUTH DAKOTA

This Agreement is made by and among the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE"; Pennington County, South Dakota, referred to in this Agreement as the "COUNTY"; and the city of Rapid City, 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 COUNTY, 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. TERM

The Term of this Agreement will begin upon date of last signature and will be perpetual.

3. MAINTENANCE

The COUNTY will perform all maintenance, repair, and replacement on the roadway lighting system, which comprises of the following luminaires that are located on Long View Road in the COUNTY’S jurisdiction shown on Exhibit A:

A. Luminaire Pole REL6 at Plans Station 01+35-25’ Lt; and
B. Luminaire Pole REL7 at Plans Station 03+54-25’ Lt.

4. ELECTRICAL POWER

A. The CITY will pay for and provide electric power necessary to operate the roadway lighting system indicated in Paragraph 2 above.

B. The COUNTY will reimburse the CITY, on a monthly basis, for the cost of the electric power for the roadway lighting system identified in Paragraph 2, above. As of the date of this Agreement, the monthly reimbursement amount for the electric power is $38.59.

C. The parties understand and agree that the above monthly reimbursement rate for the electric power may change based on the wattage of bulb used or due to fluctuations in the applicable utility rates. The CITY and the COUNTY, by written agreement, may modify the monthly rate to more accurately reflect the actual or average electricity cost for the operation of the luminaires. Any such written modification will be expressly identified as a part of this Agreement and must be signed by an authorized representative of the CITY and the COUNTY.

5. LIGHTING

When a roadway lighting system or flashing beacon system is installed on any portion of the state trunk highway system within the COUNTY’S jurisdictional limits, the COUNTY will provide all necessary maintenance and replacements, in kind, of all parts, poles, and apparatus of said system,
to ensure the continuing operation of said system until such time as the parties to this Agreement will agree to discontinue the operation of the said system. The COUNTY will be responsible for replacement of poles which may be damaged due to weather or by vehicle crashes.

Prior to changing the operation parameters of any flashing beacon on a state highway route, including, but not limited to, flash rate, light intensity, number and location of displays, and hours or days of operation, from those originally set or currently approved by the STATE, the COUNTY will submit, in writing, the necessary data and proposed changes to the Department of Transportation Area Office. The COUNTY will not make any changes without the approval of that office.

The COUNTY will obtain approval from the Department of Transportation Area Office prior to attachment of banners, signs, or other appurtenances to the light poles.

6. INDEMNIFICATION

The COUNTY and the CITY will each indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the COUNTY’S or the CITY’S performance under this Agreement. This section does not require the COUNTY or the CITY to be responsible for or defend against claims or damages arising from solely errors or omissions of the STATE, its officers, agents, or employees.

7. AMENDMENT

Except as set forth in Paragraph 4.C, above, this Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and must be signed by an authorized representative of each of the parties.

8. 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.

9. 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 at a regularly scheduled meeting. A copy of the COUNTY’S Commission 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 B.

10. 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 C.

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.

Pennington County, South Dakota

By: _____________________________
Name: _____________________________
Its: Chairperson
Date: _____________________________
Attest: ___________________________________________________________________

County Auditor/Clerk
(COUNTY SEAL)

State of South Dakota
Department of Transportation

By: _____________________________
Name: Darin P. Bergquist
Its: Secretary
Date: _____________________________
Approved as to Form:

Special Assistant Attorney General

City of Rapid City, South Dakota

By: _____________________________
Name: _____________________________
Its: Mayor
Date: _____________________________
Attest: ___________________________________________________________________

City Auditor/Clerk
(CITY SEAL)