

AGREEMENT NUMBER \_\_\_\_\_

AN AGREEMENT FOR EMERGENCY STABILIZATION PROJECT DUE TO FLOODING

THIS AGREEMENT is made by and between the State of South Dakota, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and \_\_\_\_\_, South Dakota, hereinafter referred to as "LOCAL GOVERNMENT."

RECITALS:

1. STATE and LOCAL GOVERNMENT wish to cooperate to provide safe and stable local roadways that allow critical access to emergency services for the public.
2. Due to extreme flooding conditions in 2010, the following sections of highway under the jurisdiction of LOCAL GOVERNMENT require emergency stabilization in order to achieve the parties' shared objective:

Provide critical live-safety access as requested by the Township and approved by the State. Said sections of highway shall hereinafter be referred to as the "HIGHWAY."

3. LOCAL GOVERNMENT has requested, by formal resolution, that the STATE perform immediate repairs to the HIGHWAY.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. STATE will assess the condition of the HIGHWAY.
2. If STATE, in its sole discretion, determines that the HIGHWAY requires emergency stabilization, STATE will develop plans and specifications to provide the necessary repairs to the HIGHWAY.
3. LOCAL GOVERNMENT authorizes STATE, its officers, employees, contractors, consultants, agents and assigns, to perform work on HIGHWAY in accordance with STATE's plans and specifications and any amendments thereto.
4. After development of the plans and specifications, STATE will enter into a contract for the repair of the HIGHWAY with a contractor chosen by STATE. STATE will be responsible for administration of the contract and for making all payments due under the contract.
5. STATE may seek reimbursement for eligible project costs from any available federal funding sources.
6. LOCAL GOVERNMENT shall hold harmless and indemnify the State of South Dakota, its agencies, officers, employees, contractors, consultants, agents, and assigns, from and against all suits, actions, damages, liabilities, claims or other proceedings which may arise out of this Agreement or the work performed under this Agreement.
7. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable due to other transportation needs or demands, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
8. LOCAL GOVERNMENT has designated its chairperson or president as its authorized representative and has empowered the Chairperson or President with the authority to sign this

Agreement on behalf of the LOCAL GOVERNMENT. A copy of the LOCAL GOVERNMENT'S public meeting minutes or resolution authorizing the execution of this Agreement by the Chairperson or President as the LOCAL GOVERNMENT'S authorized representative is attached hereto as **Exhibit A**.

Township Contact Information:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_, **South Dakota**

By: \_\_\_\_\_

Its: Chairperson/President

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Auditor/Clerk

(Seal)

**State of South Dakota**  
**Department of Transportation**

By: \_\_\_\_\_

Its: Secretary

Date: \_\_\_\_\_