

AGREEMENT

This agreement is entered into this _____ day of _____, 20____ by and between the State of South Dakota, Department of Transportation, hereinafter referred to as the "DOT", and the City of Rapid City, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the CITY desires assistance from the DOT in snowplowing services on the following Highways: 79, 230, 16B, 0907EF, and 16, as follows:

Highway 79 North of Rapid City from Hidden Valley Road to the North City Limits.
Highway 79 South of Rapid City from Catron Blvd. to the South City Limits.
Highway 230 from its intersection with Highway 16B (M.P. 43.0) to Highway 437 (Elk Vale Road – M.P. 44.7).
E. North Street from approximately 0.1 mile East of Cambell St. to East City Limits, until such time that E. North Street connects to Mall Drive.
Highway 16B from Highway 16 to I-90.
Highway 0907EF (Beale St.) from M.P. 60.9 (Dyess Ave.) to M.P. 61.7 (Eglin St.).
Highway 16 South of Rapid City from Addison Ave. to the South City Limits; and

WHEREAS, the DOT is willing to provide such snowplowing plowing services; and

WHEREAS, the CITY agrees that in exchange for the above-described services it will plow the sections of:

Highway 238 (E. St. Patrick St.) outside the city limits, and
Highway 44 from Sedivy Lane to the end of the 4 lane;. and

WHEREAS, the DOT agrees to hold harmless and indemnify the CITY, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings arising out of operations to be carried out by the CITY on State trunk highways pursuant to this Agreement, excepting there from any and all actions, suits, damages, liability or other proceedings which may arise as a result of the willful, wanton or unlawful conduct of CITY, its officers, agents and employees. The DOT shall not be liable for the CITY plowing operations performed by CITY employees on State highways; and

WHEREAS, the CITY shall give written notice to the DOT of any act or occurrence involving a matter indemnified against in this Agreement as soon as practicable after the occurrence of such act or occurrence has come to the CITY's knowledge; and

WHEREAS, the CITY shall procure and maintain workers' compensation insurance for its officers, agents and employees as provided by South Dakota law.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the DOT and the CITY hereby agree as follows:

- 1.) The DOT and the CITY shall perform the above-described snowplowing services with such employees and equipment as it deems necessary for performance of these services.
- 2.) The CITY agrees to be responsible for its employees in the performance of these services and defend itself against any claims resulting there from at its own expense.
- 3.) The DOT agrees to be responsible for its employees in the performance of these services and defend itself against any claims resulting there from at its own expense.
- 4.) This Agreement shall be in force and effective from _____, 20____ to _____, 20_____.
- 5.) It is further agreed and understood that this Agreement may be terminated by either party by notification upon the other party hereto by thirty (30) days written notice.

RECOMMENDED FOR APPROVAL:

CITY OF RAPID CITY

STATE OF SOUTH DAKOTA

BY: _____
MAYOR OF RAPID CITY
CITY OF RAPID CITY

BY: _____
AREA ENGINEER
SD DEPARTMENT OF TRANSPORTATION

CITY OF RAPID CITY

BY: _____
PUBLIC WORKS DIRECTOR
CITY OF RAPID CITY

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF PENNINGTON)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ known to me to be the person who executed the above document for the purpose thereon stated.

NOTARY PUBLIC

My Commission Expired: _____

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF PENNINGTON)

On this _____ day of _____, 20____, before me, a Notary Public, personally
appeared _____ known to me to be the AREA ENGINEER of the
SD Department of Transportation and acknowledged to me that he executed the foregoing document
as such officer in such capacity.

NOTARY PUBLIC

My Commission Expired: _____