



Department of Transportation

Office of Project Development

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RAPID CITY
PUBLIC WORKS

December 10, 2015

City of Rapid City
Dale Tech, City Engineer
300 6th Street
Rapid City, SD 57701-2724

Dale,

Attached is the Amendment #2 for Project EM 0902(39)61 PCN 1939. Please obtain Commission/Board approval and the required signatures on **two** original documents for the Amendment. Return **both** to me for executive.

Please note that on Page **2**, Number **11** requests that a copy of the minutes from the meetings giving authority for signature be included with the agreements. After the City has signed the Amendment and attached the minutes, please forward to the City of Box Elder for the Mayors signature and copy of their minutes. Please ask the City to return the original signed Amendments to me. One fully executed original will be returned to the City of Rapid City and the City of Box Elder for your file.

Thank you,

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

AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 713311

BACKGROUND:

1. On December 12, 2006, the State of South Dakota, acting by and through its Department of Transportation, referred to in this Amendment as the "STATE"; the city of Rapid City, South Dakota, referred to in this Amendment as the "City of Rapid City"; and the city of Box Elder, referred to in this Amendment as the "City of Box Elder," entered into a Maintenance and Financial Agreement for traffic signals, roadway lighting, landscaping, and asphalt concrete for Project Number EM 0902(39)61 PCN 1939, which agreement, referred to in this Amendment as the "AGREEMENT," was signed by a representative of each party and assigned Agreement Number 713311 by the STATE.
2. The parties wish to amend the AGREEMENT.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Paragraph II.2. of the AGREEMENT is deleted and replaced with the following:
 - II. 2. When the roadway lighting system is installed, the City of Rapid City will be responsible for all routine maintenance regarding the maintenance tasks including bulb changes and other maintenance tasks as performed for other roadway lighting systems under the City of Rapid City's jurisdiction within the City of Rapid City's jurisdictional limits. This will include replacements, in kind, of all parts, poles, and apparatus of said system, to ensure the continuing operation of said roadway lighting system until such time as the parties to this Agreement will agree to discontinue operation of the said system.

When the roadway lighting system is installed, the City of Box Elder will be responsible for all routine maintenance regarding the maintenance tasks including bulb changes and other maintenance tasks as performed for other roadway lighting systems under the City of Box Elder's jurisdiction within the City of Box Elder's jurisdictional limits. This will include replacements, in kind, of all parts and apparatus of said system so as to ensure the continuing operation of said roadway lighting system until such time as the parties to this Agreement will agree to discontinue operation of the said system;

2. Paragraph II. 5. of the AGREEMENT is revised to read as follows:
 - II. 5. That any operational complaint received by the City of Box Elder with regards to signals will be forwarded to the City of Rapid City Traffic Engineering and Operations;
3. Paragraph II.6. of the AGREEMENT is deleted and replaced with the following:
 - II. 6. That the City of Rapid City will repair all damage to the roadway lighting system's components under the City of Rapid City's jurisdiction in the City of Rapid City's jurisdictional limits caused by weather events, with the exception of a major storm event resulting in the near total destruction of the entire system (repair costs for subject major storm events may be split among the three parties).

That the City of Box Elder will repair all damage to their roadway lighting system's components under the City of Box Elder's jurisdiction in the City of Box Elder's jurisdictional limits caused by weather events, with the exception of a major storm event resulting in the near total destruction of the entire system (repair costs for subject major storm events may be split among the three parties).

4. Paragraph II.7. of the AGREEMENT is revised to read as follows:

- II. 7. That all costs, including but not limited to personnel, benefits, equipment usage, parts, rentals, contractor work, associated with items in Paragraph II.2. thru Paragraph II.6. above will be paid by the respective agency having maintenance responsibility;
5. Paragraph II.8. of the AGREEMENT is revised to read as follows:
 - II. 8. That the City of Rapid City will be responsible for all electric and communications costs associated with the traffic signals and responsible for electric costs for any roadway lighting in the City of Rapid City limits.
6. Paragraph II.9. of the AGREEMENT is revised to read as follows:
 - II. 9. That the City of Box Elder will be responsible for all electric costs associated with the roadway lighting system within the City of Box Elder's jurisdictional limits.
7. Paragraph II.10. of the AGREEMENT is revised to read as follow:
 - II. 10. That in the event of damage to the traffic signal and roadway lighting systems due to vehicular crashes or other man made event, the responsible city will perform the necessary repairs, bill the responsible party, and receive all of the reimbursement funds.
8. Paragraph II.11. of the AGREEMENT is deleted from the AGREEMENT.
9. Paragraph II.12. of the AGREEMENT is revised to read as follows:
 - II. 12. The City of Rapid City and the City of Box Elder will each be responsible for repair and costs associated with any acts of maintenance negligence caused by the action of the said city's maintenance personnel.
10. Except as modified by this Amendment, the terms and conditions of the AGREEMENT, along with the prior amendment, will remain in full force and effect.
11. The City of Rapid City has designated its Mayor as the City of Rapid City's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the City of Rapid City. A copy of the City of Rapid City's Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the City of Rapid City's authorized representative is attached to this Agreement as Exhibit A.
12. The City of Box Elder has designated its Mayor as the City of Box Elder's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the City of Box Elder. A copy of the City of Box Elder's Commission 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 B.

SIGNATURE PAGE FOLLOWS

This Amendment is binding upon the signatories not as individuals, but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE, the City of Rapid City, and the City of Box Elder to enter into the same.

By signature of their representatives below, each party certifies that approval of this Amendment by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer in accordance with applicable law.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Project Development Engineer

Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk


Special Assistant Attorney General

(CITY SEAL)

City of Box Elder, South Dakota

By: _____

Its: Mayor

Date: _____

Attest:

City Auditor/Clerk

(CITY SEAL)