

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, CITY desires assistance from the DOT in snowplowing activities on the following Highways: 231, 230, 16B, and 16, as follows:

Highway 231 North of Rapid City from St. Martins Drive to the North City Limits.
Highway 79 South of Rapid City from Catron Blvd. to the South City Limits, and
Cambell Street from Catron Blvd. North to Minnesota Street.
Highway 16B from Highway 79 to I-90.
Highway 16 South of Rapid City from Addison Ave. to the South City Limits.

WHEREAS, DOT is willing to provide such plowing services.

WHEREAS, CITY has agreed that in exchange for the above-described services it will plow the following to the same standards as the CITY uses on adjacent similar routes (slow speed urban multi-lane highways) within the CITY limits:

Highway 44 from East of Valley Drive to Reservoir Road.

WHEREAS, DOT agrees to be solely responsible for and defend against any and all actions, suits, damages, liability, or other proceedings, that may arise as the result of performing services hereunder. This section does not require the DOT to be responsible for or defend against claims or damages arising from errors or omissions of the CITY, its officers, agents, or employees.

WHEREAS, CITY agrees to indemnify and hold the DOT, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings, that may arise as the result of performing services hereunder. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the DOT, its officers, agents, or employees.

WHEREAS, 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 CITY's knowledge.

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 CITY agree as follows:

- 1.) The DOT and 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 therefrom at its own expense.
- 3.) The DOT agrees to be responsible for it's employees in the performance of these services and defend itself against any claims resulting therefrom at its own expense.
- 4.) This Agreement shall be in force and effective from OCTOBER 1, 2008 to JUNE 15, 2009.
- 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: _____
SECRETARY
SD DEPARTMENT OF TRANSPORTATION

ATTEST: _____
FINANCE OFFICER

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 SECRETARY 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: _____