

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

STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
SECTION 5307 URBAN PUBLIC TRANSPORTATION GRANT AGREEMENT

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the City of Rapid City, South Dakota, referred to in this Agreement as the "CITY."

**BACKGROUND:**

1. Under the provisions of the Administrative Rules of South Dakota (ARSD) 70:06:01:02(2) and 70:06:02:01(2), the STATE has the authority to provide STATE matching funds for urban public transit operators receiving grants from the Federal Transit Administration (FTA) under the FTA Section 5307 Program;
2. The CITY will receive an FTA Section 5307 Program grant for Calendar Year (CY) 2012, referred to in this Agreement as the "GRANT"; and,
3. The CITY has requested the STATE'S participation in the local matching share required under the provisions of the GRANT.

**THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:**

1. The STATE will reimburse the CITY for local matching funds expended under the provisions of the GRANT in an amount up to, but not more than, Twenty-eight Thousand, Four Hundred Twenty-five Dollars (\$28,425).
2. The CITY will perform the following activities:
  - A. The CITY will provide copies of performance reports to the STATE as required by the terms of the GRANT and ARSD 70:06:03:01.
  - B. The CITY will provide to the STATE copies of any independent audits of the CITY, which include the time periods covered by the GRANT.
  - C. The CITY will keep accounting records related to the expenditures of the STATE matching funds for a minimum period of three (3) years under the provisions of ARSD 70:06:03:02.
  - D. Upon reasonable notice, the CITY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, and documents related to the GRANT.
  - E. The CITY will bill the STATE for reimbursement of local matching share with supporting documents to demonstrate total GRANT costs expended, FTA share of expenditures, and CITY'S share of expenditures to date of billing.
3. 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 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 A.

This Agreement is binding upon the signatures not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into same.

City of Rapid City, South Dakota

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

Its: Mayor

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

Attest:

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

(CITY SEAL)

State of South Dakota  
Department of Transportation

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

Its: Program Manager  
Office of Air, Rail, and Transit

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

Approved as to Form:

\_\_\_\_\_  
Special Assistant Attorney General

**APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE**

NEN

Attorney

8/15/12

Date

PB