

AGREEMENT BETWEEN SOUTH EASTERN COUNCIL OF GOVERNMENTS,
LINCOLN COUNTY, THE CITY OF HARRISBURG AND THE CITY OF SIOUX
FALLS TO PROVIDE THE NONFEDERAL COST SHARE FUNDING FOR THE
LINCOLN COUNTY HIGHWAY 106 CORRIDOR STUDY

This Agreement is made by and between the South Eastern Council of Governments, (hereinafter "SECOG"); Lincoln County, South Dakota, (hereinafter "COUNTY"); the City of Harrisburg, South Dakota, (hereinafter "HARRISBURG"); and the City of Sioux Falls, South Dakota (hereinafter "SIOUX FALLS").

1. CONTRACT PROCUREMENT

- A. SECOG expects to enter into a contract with an engineering consultant for the Lincoln County Highway 106 Corridor Study (hereinafter "CORRIDOR STUDY").
- B. The CORRIDOR STUDY will be budgeted in SECOG's Operating Budget and SECOG's portion of the Sioux Falls Metropolitan Planning Organization's 2022 Unified Planning Work Program's (UPWP) Professional Services/Consultants work activities.
- C. One hundred twenty-two thousand nine hundred twenty-five dollars (\$122,925) in Federal funding will be provided under the 2022 UPWP requiring twenty-seven thousand seventy-five dollars (\$27,075) in nonfederal matching funds.
- D. The COUNTY, HARRISBURG, and SIOUX FALLS desire to benefit from the CORRIDOR STUDY and to share in its cost.
- E. The COUNTY, HARRISBURG, and SIOUX FALLS agree to financially participate equally in providing the nonfederal cost share. This amounts to 33.3% not to exceed nine thousand twenty-five dollars (\$9,025) for each entity.
- F. This Agreement is contingent upon the entry and fulfillment of a separate agreement between the SECOG and the engineering consultant for the CORRIDOR STUDY.
- G. The COUNTY, HARRISBURG, and SIOUX FALLS agree to provide their financial contribution to SECOG within thirty (30) days of the execution of the engineering consultant agreement for completion of the CORRIDOR STUDY.
- H. Nothing herein creates or establishes any cause of action by the COUNTY, HARRISBURG, or SIOUX FALLS against SECOG due to the inability of the SECOG to finalize the CORRIDOR STUDY.
- I. The parties agree that the SECOG will be responsible for administration of the contract.
- J. The parties agree to form a study advisory team to provide technical and advisory input on the CORRIDOR STUDY.

2. FINANCIAL RESPONSIBILITY

- A. The parties agree that the total cost of the CORRIDOR STUDY will not exceed one hundred fifty thousand dollars (\$150,000.00).
- B. By this Agreement, the COUNTY, HARRISBURG, and SIOUX FALLS agree to provide their respective cost shares to SECOG as set forth in 1E and 1G above.
- C. In the event funds to fulfill the terms of this Agreement are not budgeted, appropriated, allocated, or remitted for any budget year by any party hereto, then there shall be no obligation on non-budgeted or appropriated party to fulfill such appropriation or budget and this Agreement shall become null and void except as to terms for which an appropriation or budget has been made, and further, no right of action or damage shall accrue to the benefit of any person or entity, their agents, successors or assigns for any further payments or other performance under this Agreement.

3. INDEMNIFICATION AND APPLICATION

- A. Nothing herein requires any party to indemnify another party for claims, actions, demands, suits, losses, liabilities, judgments, expenses, or costs (including attorney's fees) arising out of the acts or omissions of any other party.
- B. This provision does not establish any rights or causes of action to any persons or entities who are not party to this agreement. Rather, it establishes the parties' responsibilities with respect to each other.

4. ASSIGNMENT PROHIBITION.

This Agreement shall not be assigned by any party without the prior written consent of the parties hereto and executed by each of the parties.

5. TIME

Time is of the essence of this Agreement.

6. AUTHORIZATION

- A. SECOG has designated its Chairperson as its authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of SECOG. A copy of SECOG board meeting minutes or resolution authorizing the execution of this Agreement by the Chairperson as SECOG'S authorized representative is attached to this Agreement as **Exhibit A**.
- B. The COUNTY has designated its County Commission Chair as the COUNTY'S authorized representative with the authority to sign this Agreement on behalf of the COUNTY after consideration at the duly scheduled and noticed hearing of the Lincoln County Commission. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chair as the COUNTY'S authorized representative is attached to this Agreement as **Exhibit B**.
- C. HARRISBURG has designated its Mayor as its authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of HARRISBURG. A copy of Harrisburg's City Council meeting minutes or resolution authorizing the execution of this Agreement by the Mayor as HARRISBURG'S authorized representative is attached to this Agreement as **Exhibit C**.
- D. SIOUX FALLS represents that the City of Sioux Falls is a home rule unit formed pursuant to state law. SIOUX FALLS designated its Mayor as the duly authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the City of Sioux Falls. The CY 2022 Unified Planning Work Program budget, which is the subject of this Agreement, has been approved by the Sub-Recipient's City Council in the Sub-Recipient's 2022 Budget.

SIGNATURE PAGES FOLLOWS

Signed this ____ day of _____, 2022

LINCOLN COUNTY, SOUTH DAKOTA

(Corporate Seal)

Chair, Lincoln County Commission

Attest: _____
Auditor, Lincoln County

Signed this ____ day of _____, 2022

CITY OF HARRISBURG, SOUTH DAKOTA

(Corporate Seal)

Mayor, City of Harrisburg

Attest: _____
Finance Officer, City of Harrisburg

Signed this ____ day of _____, 2022

CITY OF SIOUX FALLS, SOUTH DAKOTA

(Corporate Seal)

Mayor, City of Sioux Falls

Attest: _____
City Clerk, City of Sioux Falls

Signed this ____ day of _____, 2022

SOUTH EASTERN COUNCIL OF GOVERNMENTS

Chair, South Eastern Council of Governments

Attest: _____
Executive Director, South Eastern Council of Governments