

JOINT POWERS AGREEMENT
BETWEEN
BUTTE CONSERVATION DISTRICT
AND
XYZ CONSERVATION DISTRICT

Butte Conservation District hereby enters into this agreement for the purpose of the administration of funds in accordance with the ABC Grant (Insert Grant # Here).

The service provided under this agreement shall commence upon the signing of this document and end on December 31, 20__.

The above districts agree to report any event that occurs during the course of the agreement that interferes with the performance of the above stated duties. This agreement may be terminated by the parties upon thirty (30) days written notice, but in the event that either conservation district breaches any part of the terms above, the agreement may be terminated at any time with or without notice.

This agreement depends upon the continued availability of funds set forth in the grant award. If funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by Butte Conservation District. Termination for any of these reasons is not a default by Butte Conservation District nor does it give rise to a claim against Butte Conservation District.

Butte Conservation District, in accordance with the grant instruction, will submit reimbursement forms upon receipt of bills and final documentation on said project. No other special permits, insurance or contractors shall be necessary to carry out this service.

The Board of Supervisors approves this agreement:

Tim Reich, Butte CD Chairman

Joe Business, XYZ CD Chairman

TODD COUNTY CONSERVATION DISTRICT
STATE OF SOUTH DAKOTA
JOINT POWER CONTRACT

AGREEMENT made and entered into by and between TODD COUNTY CONSERVATION DISTRICT, 315 Lincoln Street PO Box 268, Mission, SD 57555, (hereinafter "DISTRICT A") and BADLANDS CONSERVATION DISTRICT, 706 US Hwy 18 Ste 2 Martin, SD 57551, (hereinafter "DISTRICT B").

I

GENERAL PROVISIONS

DISTRICT A hereby enters into this Agreement for services with DISTRICT B in consideration of and pursuant to the terms and conditions set forth herein.

1. DISTRICT A and DISTRICT B perform those services described in the Work Plan, attached hereto as Exhibit A and by this reference incorporated herein.

2. DISTRICT A and B's services under this Agreement shall commence upon signing and end on December 31, 2020, unless sooner terminated pursuant to the terms hereof.

3. Both districts agree to report any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject the conservation districts to liability. Both conservation districts shall report any such event to the other conservation district immediately upon discovery. The conservation districts' obligation under this section shall only be to report the occurrence of any event to the other conservation district and to make any other report provided for by their duties or applicable law. The conservation districts' obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the other conservation district under this section shall not excuse or satisfy any obligation of the conservation district to report any event to law enforcement or other entities under the requirements of any applicable law.

4. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event that either conservation district breaches any of the terms or conditions hereof, this Agreement may be terminated by the other conservation district at any time with or without notice. If termination for such a default is effected by one conservation district, any payments due to the other conservation districts at the time of termination may be adjusted to cover any additional costs to the conservation district because of the other conservation district's default. Upon termination, CONSERVATION DISTRICT A may take over the work and may award another party an agreement to complete the work under this Agreement. If after CONSERVATION DISTRICT A terminates for a default by CONSERVATION DISTRICT B it is determined that CONSERVATION

DISTRICT B was not at fault, then CONSERVATION DISTRICT B shall be paid for eligible services rendered and expenses incurred up to the date of termination.

5. This Agreement depends upon the continued availability of funds. If funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the CONSERVATION DISTRICT A. Termination for any of these reasons is not a default by CONSERVATION DISTRICT A nor does it give rise to a claim against CONSERVATION DISTRICT A.

6. This Agreement may not be assigned without the express prior written consent of the CONSERVATION DISTRICT A and CONSERVATION DISTRICT B. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

7. This Agreement shall be governed by and construed in accordance with the laws of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall venue in Circuit Court, Second Judicial Circuit, Fall River County, South Dakota.

8. Both conservation districts will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

9. Both conservation districts may not use subcontractors to perform the services described herein without the express prior written consent of the other conservation district. Both conservation districts will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the other conservation district, and to provide insurance coverage for the benefit of the other conservation district in a manner consistent with this Agreement. Both conservation districts will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

10. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to William Cumbow or his designee on behalf of CONSERVATION DISTRICT A, and by Larry Kehn or his designee, on behalf of CONSERVATION DISTRICT B, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

11. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

12. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

II.
JOINT POWERS

A. CONSERVATION DISTRICT A and CONSERVATION DISTRICT B agree to the following provisions pursuant to the Joint Powers Act (SDCL 1-24):

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by CONSERVATION DISTRICT A and CONSERVATION DISTRICT B respectively. Each party has responsibilities under the terms of this Agreement and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill the agreement will be undertaken by the respective agencies as described herein. No real property will be purchased to use for this Agreement.

2. A copy of this Agreement will be filed by CONSERVATION DISTRICT A, with the Attorney General and the Legislative Research Council not more than 14 days after execution as required by SDCL 1-24-6.1.

3. Financing required by this agreement will come from regular annual budgets.

4. This agreement may be terminated by either party upon thirty (30) days written notice without cause.

5. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d) and, in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

6. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third person for property loss, or damage, or death, or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss, or death, or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

Conservation Districts

BY: _____

(Name)

BY: _____

(Signature)

Chair or Authorized Signature for the Todd County Conservation District

BY: _____

(Name)

BY: _____

(Signature)

Chair or Authorized Signature for the Badlands County Conservation District