

**COMMUNITY ACCESS GRANT AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DEADWOOD**

This Agreement is made and entered into 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 Deadwood, South Dakota, referred to in this Agreement as the "CITY."

1. HIGHWAY PROJECT:

- A. The CITY wants to construct or reconstruct a public highway described as follows:
 - i. Project Number: CA 026B PCN 0AE9.
 - ii. A public highway for community access, referred to in this Agreement as the "PROJECT," located on Crescent Street.
 - iii. The work will consist of roadway reconstruction to include excavation, sidewalk, storm sewer, base course, asphalt surfacing, curb/gutter, and water/sewer.
 - iv. The CITY'S estimate for the total cost of the PROJECT is \$1,375,000.
- B. The STATE has funding available for the cost of constructing the PROJECT.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

2. TERM

- A. The STATE issued a letter on 12/18/2025, notifying the CITY of the award of the Community Access Grant. This Agreement is effective on the date of the letter of award, which is attached to this Agreement as **Exhibit 4** and incorporated herein by this reference.
- B. This Agreement will become effective on the date of last signature. The CITY will complete the work contemplated by this Agreement no later than 04/01/2029.

3. PROJECT PLANNING AND CONSTRUCTION

- A. The CITY will provide any necessary public right-of-way for the PROJECT at the CITY'S sole expense. Right-of-way costs will not be eligible for funding disbursements under this Agreement.
- B. The CITY will obtain any required environmental clearances for the PROJECT at the CITY'S sole expense. Environmental costs will not be eligible for funding disbursements under this Agreement.
- C. The CITY will dedicate to public use the PROJECT'S roadway and right-of-way.
- D. The CITY will at all times maintain the PROJECT as a public street.
- E. The CITY will, at the CITY'S sole expense, obtain construction plans, specifications, and estimates for the PROJECT. The CITY will submit the plans, specifications and estimates to the STATE for the STATE'S review and comment two (2) months prior to advertising the PROJECT for bids. The CITY will not proceed with advertising the PROJECT bid-letting until the CITY has received written notification from the STATE that all the STATE'S comments on the PROJECT have been addressed to the STATE'S satisfaction.

- F. The CITY will manage and supervise the bid letting and construction of the PROJECT.
- G. The CITY will, at the CITY'S sole expense, advertise and conduct the bid-letting for the construction contract for the PROJECT. The CITY will not award the construction contract unless the STATE has concurred in writing to the award of the contract.
- H. Construction costs will be ineligible for funding disbursements if the costs are the result of a construction change order that exceeds the scope of work in the contract as originally awarded or if the costs are determined by the STATE to be unnecessary, unreasonable, or inconsistent with the requirements of the construction contract.

4. FINANCING THE PROJECT

- A. The CITY will pay all costs associated with the PROJECT directly to any consultants and to the construction contractor.
- B. The STATE may deny funding for any PROJECT construction costs incurred in violation of any terms or conditions of this Agreement.
- C. The parties will share costs for eligible PROJECT construction costs as follows. The STATE will be responsible for eighty percent (80%) of eligible PROJECT construction costs but not more than Six Hundred Thousand Dollars (\$600,000), referred to as the "STATE'S SHARE." The CITY will be responsible for the remaining twenty percent (20%) of eligible PROJECT construction costs and one hundred percent (100%) responsible for all ineligible PROJECT construction costs and all PROJECT construction costs exceeding Seven Hundred Fifty Thousand Dollars (\$750,000), referred to in this Agreement as the "CITY'S SHARE."
- D. Upon receipt of copies of the signed construction contract between the CITY and the contractor, the STATE will issue payment to the CITY for seventy-five percent (75%) of the STATE'S SHARE of the eligible costs of construction for the PROJECT. Upon completion of construction of the PROJECT, the CITY will provide the STATE with all construction change orders, pay estimates, and final close out documentation, including a certification by a registered professional engineer that the PROJECT is complete and in conformance with the requirements of the contract. Upon receipt of all such documentation, the STATE will issue payment to the CITY for any remaining portion of the STATE'S SHARE of eligible PROJECT construction costs. If the STATE'S SHARE of eligible PROJECT construction costs is less than the funding advance made by the STATE, then the CITY will reimburse the STATE for the difference between the funding advance and the STATE'S SHARE of eligible PROJECT construction costs.

5. SUBCONTRACTING

The CITY will include provisions in the CITY'S subcontracts requiring the CITY'S subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The CITY will cause the CITY'S 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.

6. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

7. INDEMINIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suites, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

8. INSURANCE

If the CITY will be performing any construction activities, the CITY will be required to furnish to the STATE the following certificates of insurance, before any construction activities begin, and assure that the insurance is in effect for the life of this Agreement:

A. Commercial General Liability Insurance:

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than \$2,000,000.00.

B. Business Automobile Liability Insurance:

The CITY will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

C. Workers' Compensation Insurance:

The CITY will procure and maintain workers' compensation and employers' liability coverage as required by South Dakota law.

9. AUDIT

All PROJECT charges will be subject to audit by the STATE. The CITY and the CITY'S subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.

10. EXAMINATION OF RECORDS

Upon reasonable notice, the CITY and the CITY'S subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

11. CIVIL RIGHTS ACT

The CITY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit 1**.

12. AMERICAN DISABILITIES ACT

The CITY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.

13. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

14. TERMINATION

The STATE may terminate this Agreement upon ten days' notice to the CITY. If the STATE terminates this Agreement due to the CITY'S breach, then any payments owed to the CITY at the time of termination may be adjusted to cover any additional costs to the STATE because of the CITY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of CITY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the CITY, then the CITY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount.

15. COMPLIANCE WITH LAWS

- A. The CITY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY must procure all licenses, permits, or other right necessary for the fulfillment of its obligations under this Agreement.
- B. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- C. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- D. 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 in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
- E. The CITY will comply with all requirements imposed by South Dakota Codified Law (SDCL) § 1-56-10. The CITY has signed "State of South Dakota Grant Recipient or Subrecipient Attestation" to this effect, which is attached as **Exhibit 2** and made a part of this Agreement.

16. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

17. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

18. SIGNATURE AUTHORITY

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 or Council 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 3**.

This Agreement 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 and the CITY to enter into the same.

City of Deadwood, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: Program Manager,
Office of Administration

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(CITY SEAL)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

State of South Dakota Grant Recipient or Subrecipient Attestation
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By completing this form, you, the recipient or subrecipient, attest to meeting the following requirements per SDCL § 1-56-10:

- (1) A conflict of interest policy is enforced within the recipient's or subrecipient's organization;
- (2) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or subrecipient's website;
- (3) An effective internal control system is employed by the recipient's or subrecipient's organization; and
- (4) If applicable, the recipient or subrecipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or subrecipient's website.

If you, the recipient or subrecipient, have concerns regarding the requirements listed above, please contact your state agency representative before signing this form.

Printed Name of Person Completing Form: _____

Printed Title of Person Completing Form: _____

Signature of Person Completing Form: _____

Date: _____



Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

December 18, 2025

The Honorable Charlie Struble-Mook
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Mayor Struble-Mook,

I am pleased to inform you that the Transportation Commission approved grant funding to the City of Deadwood for \$600,000 in Community Access Funds. These funds are designated to be used to assist in the improvement of Crescent Street which serves the rodeo grounds.

The Department of Transportation's Office of Administration will be contacting you regarding the project agreement that will need to be executed by both parties. Please coordinate obtaining the necessary contract and other project agreement documents with them. Finally, if there is anything they can do to help expedite the project to completion, please communicate those opportunities with them.

Congratulations on the grant award and we look forward to working with you on your project!

Sincerely,

A handwritten signature in blue ink that reads "Joel Jundt". The signature is stylized and cursive.

Joel Jundt
Secretary Department of Transportation