

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”), is entered into and effective this ____ day of _____, 2023, by and between the City of Watertown, a South Dakota municipal corporation, 23 2nd St NE, Watertown, South Dakota 57201 (the “City”), and Elmira Township, a political subdivision of the State of South Dakota, 1733 43rd Street NE, Watertown, South Dakota 57201 (the “Township”), collectively the “Parties.”

Purpose

The purpose of this MOU is to memorialize the cost-sharing understanding between the Parties related to the design and construction of the 31st Street NE culverts at the Willow Creek crossing referred to herein as the Project.

Understanding

The Township will submit all paperwork needed to apply for and receive FEMA reimbursement for the Project.

The City, on behalf of the Township, and at City’s expense will contract with an Engineer to design improvements to the 31st Street NE culverts that crosses at Willow Creek.

The City, on behalf of the Township, and at the City’s expense will bid the Project. The Township shall be notified of the bid prior to the award of the contract. If the Township does not receive funding from FEMA, the City may not award the contract for the Project. The Parties acknowledge that appropriations are contingent upon approval of the Parties’ respective governing bodies.

The Township will be responsible for continuing maintenance of 31st Street NE and the culverts until responsibility is modified by a Shared Road Use Agreement signed by both Parties.

The estimated construction is currently planned for the year 2026.

Miscellaneous Terms

The term of this MOU shall run concurrent with the effective dates of the Project and may be extended only by written agreement between the Parties. This MOU may be amended or modified at any time in writing by mutual consent of both Parties. The MOU may be canceled by either Party with 60 days advance written notice. The MOU may be canceled immediately where cause for cancelation is due to a material or significant breach of any of the provisions contained herein. Cancelation for a material or significant breach occurs upon delivery of written notice to the other Party.

This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. This MOU does not constitute a formal undertaking but the Parties shall make good faith efforts to fulfill the terms of this MOU.

This MOU may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Any Party may execute this MOU by executing any such counterpart.

ELMIRA TOWNSHIP

By: _____
Its: _____

ATTEST:

By: _____

CITY OF WATERTOWN

Amanda Mack
City Manager

ATTEST:

Kristen Bobzien
Finance Officer