

**SOUTH DAKOTA BOARD OF REGENTS**

**Budget and Finance**  
**Consent**

**AGENDA ITEM: 5 – R**  
**DATE: December 13-14, 2023**

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**SUBJECT**

**SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation**

**CONTROLLING STATUTE, RULE, OR POLICY**

[BOR Policy 5.3](#) – Agreements and Contracts

**BACKGROUND / DISCUSSION**

The South Dakota Department of Transportation (DOT) has partnered with South Dakota State University (SDSU) for well over two decades to operate the South Dakota Local Transportation Assistance Program (SDLTAP). The predecessor to this agreement was approved by the Board in December 2022. This agreement continues that partnership and provides for the same, running from January 1, 2024 through April 30, 2025. DOT will provide up to \$534,917 to SDSU to provide the services contained in the Statement of Work, which is affixed as an exhibit in Attachment I. SDSU will contribute \$21,083 during the term of the agreement.

By way of background, the Federal Highway Administration created the Local Technical Assistance Program (LTAP) in 1982 to provide local agencies with information and training programs to address the maintenance of local roadways and bridges. The LTAP and Tribal Technical Assistance Program (TTAP) are composed of a network of 58 Centers – one in every state, Puerto Rico and regional Centers serving tribal governments. The Centers enable local counties, parishes, townships, cities and towns to improve their roads and bridges by supplying them with a variety of training programs, an information clearinghouse, new and existing technology updates, personalized technical assistance and newsletters.

BOR Policy 5.3 (“Contracts Requiring Board Action...D. Joint powers agreements”), requires Board approval of Joint Powers Agreements (JPA). As such, Board approval of the JPA set forth in Attachment I is necessary.

(Continued)

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**DRAFT MOTION 20231213\_5-R:**

I move to approve proceeding with the Joint Powers Agreement in substantially similar form to that set forth in Attachment I.

**IMPACT AND RECOMMENDATION**

The attached JPA will allow SDSU to continue to receive funding from DOT to jointly operate the SDLTAP.

Staff recommends approval.

**ATTACHMENTS**

Attachment I – Joint Powers Agreement SDSU and SDDOT SDLTAP

**JOINT POWERS AGREEMENT FOR A RESEARCH STUDY  
FINANCED WITH FEDERAL FUNDS  
COST REIMBURSEMENT CONTRACT**

**Agreement Number \_\_\_\_\_**

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 “State,” and South Dakota State University, of Brookings, South Dakota, referred to in this Agreement as “Contractor.”

**BACKGROUND:**

1. State has indicated the need for work described in this Agreement;
2. Contractor is a public institution of research and education, and has personnel able to perform the work; and,
3. State wants Contractor to perform the work.

The parties agree that Contractor will perform the work in accordance with the following:

**Joint Powers**

This Agreement does not establish a separate legal entity as contemplated by SDCL § 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by Contractor and State. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

**Project Identity**

For purposes of identification, this work will be identified by Project Number HR0018 and the Agreement Number as assigned by State and listed above. All invoices, reports, and correspondence submitted to State in connection with this Agreement will be identified accordingly. All matters relating to this Agreement will be processed through State’s Project Manager.

**Scope of Work**

The parties agree to operate the South Dakota Local Transportation Assistance Program (SDLTAP), the mission of which is to disseminate technical materials, information, and training relative to highways and transportation in general to local government.

Contractor will perform those tasks delineated in Contractor’s proposal entitled “2024 SDLTAP Work Plan,” which is attached to this Agreement and incorporated by reference as **Exhibit A**.

**Organization**

SDLTAP will be operated jointly by Contractor and State.

Any officer, employee, or agent deployed in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are deployed in joint action under this Agreement, including, but not limited to, responsibility for regular and overtime wages and salaries, unemployment benefits, workers’ compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

State will contribute training and technical advice as defined in this Agreement. State will provide an in-house contact person whose responsibility will be to coordinate all State efforts in management of SDLTAP. State will provide office space for two (2) SDLTAP staff members who will provide technical assistance in

central South Dakota. All State contributions addressed in this paragraph will constitute matching contributions necessary for the total funding of SDLTAP.

Contractor will physically house SDLTAP. Contractor will employ the director of SDLTAP and staff for technology transfer coordination. Contractor will provide all necessary secretarial and information specialist assistance for the operation of SDLTAP. Contractor's other faculty and staff may contribute time in the preparation and participation in training and other SDLTAP activities.

An advisory board comprising local government representatives will advise SDLTAP. The advisory board will consist of thirteen (13) members appointed by the following organizations:

- South Dakota Department of Transportation (2)
- South Dakota Municipal League (1)
- American Public Works Association, South Dakota Chapter (1)
- South Dakota Association of County Commissioners (1)
- South Dakota Association of County Highway Superintendents (3)
- South Dakota Engineering Society (1)
- Great Plains Tribal Chairman's Association (1)
- Federal Highway Administration, South Dakota Division (1)
- South Dakota Association of Towns and Townships (1)
- Associated General Contractors of South Dakota, Inc. (1)

The parties agree that a representative of State will serve as chairperson of the advisory board.

#### **Period of Performance**

Contractor will perform the required work during the period beginning on January 1, 2024, and ending April 30, 2025, unless all parties to this Agreement agree in writing to a time extension.

#### **Agreement Price**

Contractor will accept and State will reimburse, as full compensation for all services rendered, materials, and supplies furnished under this Agreement, the actual costs incurred by Contractor in an amount up to, but not exceeding, Five Hundred Thirty-Four Thousand Nine Hundred Seventeen Dollars (\$534,917.00), as specified in the budget in the attached **Exhibit A**.

The parties agree that costs of SDLTAP paid by the Federal Highway Administration Local Technical Assistance Program under this Agreement will not exceed Two Hundred Ten Thousand Dollars (\$210,000.00). This amount will be matched by at least an equal amount of local and state funds. Any funds not obligated by SDLTAP at the end of the period of performance will be withdrawn.

The parties agree that costs of SDLTAP paid by the State Local Road and Bridge Fund under this Agreement will not exceed Three Hundred Twenty-four Thousand Nine Hundred Seventeen Dollars (\$324,917.00). This amount will be used to match federal funds. State will withdraw any funds not obligated by SDLTAP at the end of the period of performance.

Contractor will contribute Twenty-One Thousand Eighty-Three Dollars (\$21,083.00).

State will fund all of State's involvement in SDLTAP, including salaries, benefits, indirect costs, and expenses, to a level of approximately Eleven Thousand Nine Hundred Eighty Dollars (\$11,980.00).

### **Changes in Scope**

Contractor agrees changes in objectives and scope of the work which has significant bearing on the work must have State's written approval prior to proceeding. Contractor must submit to State requests for increases in time or funding before extra work is started and at least thirty (30) days prior to termination of this Agreement. Any increase in time or funding requires State's approval and the execution of a supplemental Agreement before any extra work is started.

### **Subcontracting**

Contractor will perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by Contractor which must be obtained for proper execution of this Agreement. Contractor will not assign, sublet, or transfer this Agreement or any interest under this Agreement unless State grants written permission to do so. Contractor will itemize any subcontracts anticipated at the time of proposal in **Exhibit A** to this Agreement. This does not, however, prohibit the subcontracting of work during the execution of this Agreement provided Contractor obtains State's prior approval.

Costs of subcontracted work incurred prior to execution of the corresponding subcontract will not be eligible for reimbursement.

Each subcontract must contain all of the provisions of this Agreement.

### **Prompt Payment**

Contractor will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by State. If Contractor withholds payment beyond this time period, Contractor will submit written justification to State, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, State may withhold future estimated payments or may direct Contractor to make such payment to the subcontractor or supplier. Prompt payment will also include retainage monies due to the subcontractor if Contractor elects to utilize retainage on subcontract work. The maximum amount permitted for retainage for any subcontract will be 10%. Retainage will be released within fifteen (15) days of satisfactory completion of the work.

### **Reports**

Contractor will prepare a center assessment report and a program assessment report as required by the Federal Highway Administration's Local Technical Assistance Program and submit it to State for review and comment prior to submission to the Federal Highway Administration.

### **Payment**

State will pay Contractor monthly, based on itemized invoices detailed to show the elements of direct costs incurred, the various additives added to the payroll, and the overhead charges. The itemized invoices will also show all elements of costs paid from funding sources other than State.

Contractor will submit invoices for services rendered and for actual reimbursable expenses incurred during the billing period to the South Dakota Department of Transportation, Office of Research, 700 East Broadway Avenue, Pierre, SD 57501-2586, in triplicate, within forty-five (45) days following the end of the billing period. The invoices and supplements thereto will contain any details that may be required for proper audit. Contractor will not submit billings for costs not permitted under South Dakota statutes or regulations. No payment will be due Contractor until the account has been reviewed and approved by State.

State will make final payment to the Contractor for work accomplished under this Agreement upon acceptance by State. Allowable final costs will be determined in accordance with the provisions of OMB 2 CFR Part 200.

Costs incurred prior to the date this Agreement has been signed by all parties are not eligible for payment.

### **Funding**

The parties understand and agree that funding for this Agreement is dependent upon 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, State may terminate this Agreement. Termination for any of these reasons is not a default by State nor does it give rise to a claim against State.

### **Record Retention and Audit**

All project charges will be subject to audit in accordance with the STATE'S current procedures and U.S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

The Contractor will maintain accurate cost accounting systems for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.

Upon reasonable notice, the Contractor 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 Contractor 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.

If the Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any Contractor fiscal year covered, in whole or in part, under this Agreement, then the Contractor will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. If the Contractor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) during any Contractor fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.

### **Publication**

State and the Federal Highway Administration reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

Any party to this Agreement may initiate a request for publication of the final or interim reports, or any portions thereof. No party to this Agreement will publish or otherwise disclose, or permit to be disclosed or published, the results of the work herein contemplated, or any particulars thereof, during the period of this Agreement, without notifying the other parties and securing their consent in writing. Academic theses and research results may be published without written consent, if the publishing party provides the disclaimers contained in this Agreement. Any party may publish without restriction upon termination of this Agreement.

When the scheduled time for presentation of a paper by one party to this Agreement does not permit the formal review and approval of a complete report by another party, abstracts may be used for notification of intent to present a paper based on the work. Such presentations must protect the interests of each party by inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or parties.

Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the work with small technical groups or lectures to employees or students. Lectures to other groups which describe the plans, but disclose neither data nor results, are permissible.

Any report published by Contractor will contain the following Disclaimer in the credit sheet:

The contents of this report, funded in part through grant(s) from the Federal Highway Administration, reflect the views of the authors who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the South Dakota Department of Transportation, the State

Transportation Commission, or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.

If State and Contractor do not reach agreement relative to the publication of the final report, or any progress reports during the period of this Agreement, State reserves the right to publish independently, in which event the non-concurrence of Contractor will be set forth, if requested by Contractor.

If State does not elect to publish the final report, publication by Contractor will then be a matter of province of Contractor's policy.

Publication by either party will give credit to the other party except: a) if the parties do not reach agreement on any report of the work, or b) if either of the parties requests that its credit acknowledgment be omitted.

#### **Ownership of Data**

The ownership of data collected under this Agreement, together with summaries and charts derived therefrom, will be vested jointly with State and Contractor.

#### **Proprietary and Patent Rights**

State and Contractor agree that if patentable discoveries or inventions should result from the work conducted under this Agreement, the provisions of **Exhibit C**, attached to and made a part of this Agreement, will apply.

#### **Nonexpendable Equipment**

Any item of equipment, including instrumentation or component parts, with an acquisition cost in excess of Five Thousand Dollars (\$5,000.00) will be considered nonexpendable equipment.

If any item of nonexpendable equipment is required to conduct this work and is specified in Contractor's proposal, no further approval is required from State. Any item of nonexpendable equipment not budgeted in Contractor's proposal must have State's prior written approval prior to purchase. Any item of nonexpendable equipment which is budgeted but not specifically identified in Contractor's proposal must have State's written approval prior to purchase.

Title to all nonexpendable equipment will rest with State. Ninety (90) days prior to the end of the period of performance, Contractor will supply to State an itemized list, including descriptions, purchase costs, and estimated salvage value, of all nonexpendable equipment purchased during the course of the work.

If, at the conclusion of the work, Contractor desires to acquire title to nonexpendable equipment from State, Contractor may ask State for title. If State elects to grant title, State will be allowed a credit from Contractor's final payment equal to the current salvage value as determined by mutual agreement between Contractor and State, subject to applicable surplus property laws.

Contractor certifies that no costs for using any item of nonexpendable equipment purchased for the work have been included in the indirect costs that are approved by State for this work.

#### **Rental of Space, Equipment, or Facilities**

The actual cost to Contractor of renting any additional space, special equipment, or facilities not owned by Contractor but required for the work and listed in Contractor's proposal are approved by State, subject to a limitation of the period of performance of this Agreement.

State approves the items and classes of items, such as office equipment, typewriters, computers, files, tables, laboratory, or other items shown in Contractor's proposal as the indirect costs of the work. Those costs are included in the Agreement price.

#### **Travel**

Contractor will charge no out-of-state travel costs against this Agreement without prior consultation with and written approval of State. For purpose of this Agreement, out-of-state travel is defined as travel to or

from states other than Contractor's location and the State of South Dakota. If no in-state travel is specifically called for in Contractor's proposal but becomes necessary, and travel must have State's prior approval.

#### **Americans With Disabilities Act**

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

#### **Civil Rights**

Contractor will be bound by the requirements of Title VI of the Civil Rights Act of 1964, which is attached as **Exhibit B** and are made a part of this Agreement.

#### **Code of Conduct**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, State will have the right to annul this Agreement without liability, or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee and prosecute under applicable criminal law.

#### **Certification Regarding Lobbying**

Contractor certifies, to the best of Contractor's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on Contractor's behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, Contractor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty or not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **Compliance with SDCL §5-18A**

Contractor certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL §5-18A.

Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the



State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

#### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Contractor certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

#### **Protection of Contracting Authority**

Contractor and State agree that each will be solely responsible for any and all claims, actions, suits, damages, or liability arising from the negligence of its officers, agents and employees in the performance of this Agreement. Nothing in this Agreement will be construed as a waiver of either party's sovereign immunity or any other defenses allowed by law.

#### **Employment Status**

Any officer, employee, or agent deployed in joint action under this Agreement will remain an officer, employee, or agent of his or her governmental entity during participation in joint action under this Agreement. Contractor and State will each retain exclusive responsibility for their officers, agents, and employees while they are deployed in joint action under this Agreement, including, but not limited to regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

#### **Worker Protection**

Contractor will perform all work within a highway right-of-way in accordance with State's standards for work zone traffic control and to request necessary traffic control from State two (2) weeks in advance of anticipated work.

Contractor agrees that all of Contractor's employees working within a highway right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to work vehicles or construction equipment will wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" (see Section 1A.11), or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure.

#### **Reporting of Injury or Loss**

Contractor will report to State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or State, its officers, agents, or employees to liability. Contractor will report any such event to State immediately upon discovery.

Contractor's obligation under this section will only be to report the occurrence of any event to State and to make any other report provided for by Contractor's duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to State under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

#### **Termination of Agreement**

This Agreement may be terminated upon (30) days' written notice by either party. If Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by State at any time with or without notice.

If the Agreement may be terminated by State without fault on the part of Contractor, Contractor will deliver to State all work product completed to the date of termination. Such work product will be the property of

State and Contractor will be paid for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs will be mutually satisfactory to State and to Contractor. Actual costs to be reimbursed will be determined by audit of such costs to the date of termination except that actual costs to be reimbursed will not exceed the Agreement Price.

If the services of Contractor are terminated by State for fault on the part of Contractor, the Agreement will be null and void, and State will be entitled to recover payments made to Contractor on the work which is the cause of the at-fault termination. Contractor will be paid only for work satisfactorily performed and delivered to State up to the date of termination. Any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to State due to Contractor's default. After audit of Contractor's actual costs to the date of termination and after determination by State due to Contractor's default, State will determine the amount to be paid to Contractor.

Upon termination, State may take over the work and may award another party an agreement to complete the work under this Agreement. If, after State terminates for a default by Contractor, it is determined that Contractor was not at fault, Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

State reserves the right to suspend this Agreement at any time. Such suspension may be initiated by State giving Contractor written notice and will be effective as of the date established in the suspension notice. Payment for Contractor's services will be made by State to the date of such suspension, in accordance with the above paragraphs.

#### **Severability**

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.

#### **Supersession**

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.

#### **Controlling Law**

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.

#### **Certification of No Prohibited State Legislator Interest**

Contractor: (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, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

#### **Disputes**

Prior to the filing of any suit or claim arising under this Agreement, the parties agree to discuss the matter in good faith to find a resolution to the matter. In the event such negotiation does not result in a settlement the parties may file suit in an appropriate court of proper jurisdiction.

**Other Conditions**

None.

**Signatures**

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL §§ 1-24-3 and 1-24-6.

South Dakota State University

State of South Dakota  
Department of Transportation

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

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

Name: \_\_\_\_\_

Joel M. Jundt

Title: \_\_\_\_\_

Title: Department Secretary

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

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

**Recommended**

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

Name: Thad M. Bauer

Title: Research Program Manager

Approved as to Form:

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

Special Assistant Attorney General

*State Agency Coding (MSA Center): 111224  
State Agency MSA Company for which contract will be paid: 2033/3040  
Object/Subobject MSA account to which voucher will be coded: 52041400  
Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Thad Bauer, 605.773.4404, thad.bauer@state.sd.us*

EXHIBIT A

**2024 SDLTAP WORK PLAN**

**SUBMITTED TO**

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (SDDOT)**

**AND**

**THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)**

**BY**

**SOUTH DAKOTA STATE UNIVERSITY (SDSU)**

**SOUTH DAKOTA LOCAL TRANSPORTATION  
ASSISTANCE PROGRAM (SDLTAP)**

**Located at SD State University Jerome J. Lohr College of Engineering**

**PREPARED BY:**

**Greg Vavra, Program Manager, SDLTAP**

Total funding for this project is **\$567,980**. Of that amount, **\$210,000** is requested from the Federal Highway Administration's Local Technical Assistance Program (LTAP). The remaining amount of **\$357,980** will be obtained from various state and local agencies as outlined in Attachment 3. The contract period is 16 months: January 1, 2024, to April 30, 2025.

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Greg Vavra  
SDLTAP Program Manager

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Nadim Wehbe, PhD, PE  
SDLTAP Director

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Sanjeev Kumar, Dean/Professor  
Jerome J. Lohr College of Engineering

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Daniel Scholl VP  
For Research & Sponsored Programs

**SOUTH DAKOTA LOCAL TRANSPORTATION  
ASSISTANCE PROGRAM (SDLTAP)**

**WORK PLAN AND BUDGET  
FOR CONTRACT YEAR 2024**

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## INTRODUCTION

The South Dakota Local Transportation Assistance Program (SDLTAP) has now served local transportation agencies throughout South Dakota for 35 years. The program was established in 1988 and has operated continuously since that time. The SDLTAP maintains a strong reputation for meeting its customers on their premises, listening to their needs and delivering quality service to them. Services have been extended where possible to tribal transportation departments, private contractors involved in local projects and the engineering consulting community. Strong partnerships have been built with many agencies and companies to support both SDLTAP and those we work with. The 2023 SDLTAP Work Plan provides a summary of the services provided in the past year and plans for service and the methods of assisting our clients in the coming year.

The SDDOT Office of Research oversees the SDLTAP program and provides insight to the program, manages the financial and contractual agreements between the DOT, FHWA and SDSU, and approves out of state travel requests for LTAP staff. The Office of Research also provides office space for SDLTAP technical assistance providers who work from Pierre. Research Program Manager Thad Bauer coordinates two semi-annual LTAP Advisory Board meetings attended by the entire SDLTAP staff, SDLTAP Advisory Board members, and various partners in the transportation industry.

In 2023, the annual contribution from FHWA was increased from \$150,000 to \$210,000 annually. The \$60,000 increase will be used to provide additional match from the SDDOT, allow travel to NLTAPA events, and increase our presence in both training and technical assistance to customers. SDLTAP is looking to add an additional staff member in 2024, which would not have been possible without the increase. SDLTAP's customer base continues to grow and the needs and time requirements to complete our tasks will require additional staff.

The SDLTAP Advisory Board consists of members of various associations and organizations with which we have direct contact. The Advisory Board members represent:

- South Dakota Department of Transportation
- Federal Highway Administration
- South Dakota Association of Counties
- South Dakota Municipal Street Managers Association
- South Dakota Associated General Contractors
- South Dakota Association of Towns and Townships
- American Public Works Association
- Great Plains Tribal Chairman's Association
- South Dakota Association of County Highway Superintendents
- South Dakota Engineering Society
- SD APWA

The Advisory Board oversees the LTAP program and offers input as to what LTAP is doing positively and where the individual groups would like to see improvements or opportunities for their customers. Advisory Board meetings are held to update members on current activities and reflect on results following the previous meeting.

## REVIEW OF SDLTAP ACTIVITIES IN 2023

As of November 1, 2023, SDLTAP conducted or actively participated in 36 training sessions in 2023. The data compiled thus far shows 815 people participated in 2,177 cumulative hours of training. To accomplish this, significant use of partnerships continues to be a great help to SDLTAP. Our greatest support is from the SDDOT, which allows access to their video conference network, works with us to develop, and provide training, coordinates communication and meetings with our Advisory Board, allocates, and approves our funding. Another key partnership is training delivery via the Transportation Learning Network (TLN). The single greatest benefit of the TLN is being able to offer management level courses for our customers, which would cost a great deal if we had to bring the instructors to our state. Our customers are also able to access recorded training and make it available to their staff at any time.

Again, in 2024, there will continue to be a greater emphasis on returning to face-to-face training in classrooms and the field. Our customers responded very favorably as reflected in their interest and willingness to attend. Greg Vavra, Program Manager, Andrew Peterson, Field Services Manager, and field staff have devoted a significant amount of time to facilitate increased personal contact and in-house training to meet customer needs. Greg's experience in local transportation and good communication skills have been put to good use in the classroom and the field. Classroom and field training in the use of motor graders in gravel construction and maintenance continues to be the most requested service in this area. We will also look at new ways to reach our customers through online platforms where we can remotely communicate with customers anywhere at any given time. We currently have access to many online training options that we are trying to integrate into our customers' training plans.

In 2024, SDLTAP will continue to cross train each staff member on many different subjects allowing us to meet the training demands. The ability of staff members to train and present will ease the pressure from other staff members and allows us to be more efficient in our travels. Cliff Reuer continues to be our lead for safety training and covers signing, school zone layouts, construction layouts and all other types of safety related items. Gill Hedman has taken on the role as our primary trainer for all asphalt-related classes. Gill devotes much of his time to in the field requests on a wide range of asphalt related projects. Charles Fromelt's strength is in the local road and bridge field. As a former Highway Superintendent, Chuck is very committed to the locals. His extensive background in management of local roads serves this customer group well.

Building upon work in previous years, SDLTAP staff provided technical assistance in aggregate quality to many agencies in 2024. We continue to see lack of a defined specification for gravel road projects, chip seal projects, base construction and bedding for pipe or box culvert construction. SDLTAP continues to provide guidance on the cost associated with non-specified material which leads to a significant decrease in life cycle costs of projects. Testing and inspecting of materials are a very important part of the overall performance of the project and continual reminders to our customers are essential in this process.

In general, all SDLTAP staff members have been called on to provide more and more on-site technical assistance to county, city, town, township, and tribal transportation agencies. The scope of this work is very broad. Some examples are:

Proposed access and problems with existing agribusiness access routes, which nearly always involve impact on the surface from heavy trucks, but sometimes safety and geometry issues as well.

Aging, failing culverts and small structures on the local road system are becoming a very big issue. We estimate requests for information on this matter doubled this past year.

General road safety issues ranging from simple questions on sign installation to realignment of road sections to correct safety problems.



Assistance with processes such as gravel road reshape, placing new surface gravel and the correct way of preparing the surface for stabilization.

Assistance in assessing road conditions and making presentations to commissions and councils.

Providing resources and information to elected officials to help guide decisions which will impact their respective organizations moving forward.

SDLTAP coordinated two conferences in 2023. In February, SDLTAP hosted the 61<sup>st</sup> Annual SD Asphalt Conference. The conference was well received, with 171 in attendance. The Asphalt Conference was geared towards bringing the locals back to the conference and this proved to be successful. We are also reaching other organizations by building an agenda suited for workforce development through management and engineers. In October, SDLTAP hosted the 38th Annual Local Road Conference in Sioux Falls, SD. This year we had a great agenda geared towards innovation at the local level. We had many high-level speakers that discussed pavement maintenance, safety, gravel roads and winter maintenance. We will once again utilize the volunteer services of Kris Jacobsen from the South Dakota Association of Counties to manage our increasing number of vendors at this conference. Next year's conference will once again be at the Sioux Falls Convention Center. This venue provides ample space to the growing conference. Finally, in December, SDLTAP will participate in the annual SD Association of Towns and Townships Annual Meeting, which will be held in Oacoma on December 7th and 8th. These three conferences will bring over 600 local road managers, engineers, and elected officials together to provide training and networking opportunities. SDLTAP also supports the annual County and Municipal League conventions and is committed to building on these accomplishments in 2024. SDLTAP also supports the South Dakota Association of County Highway Superintendents which is held in Deadwood each March.

#### **HOW SDLTAP WILL DELIVER ITS SERVICES IN 2024.**

SDLTAP's general scope of service will be delivered in five primary ways:

1. Visit each county in SD at least once within two years. County highway departments will be visited along with cities, towns and townships as time allows.
2. Provide technical assistance upon request, either on-site if needed, or by phone or email. Facebook will continue to be used for general information updates.
3. Develop and provide formal training in workshops, seminars, or conference presentations. Some delivery by web and video conference will also be done.
4. Continue conference support for the local highway and street management associations, as well as overall management of the Regional Local Road Conference in Sioux Falls and the SD Asphalt Conference in Pierre.
5. Visit each new highway superintendent within the first three months of employment. This is key to the success of many of the new superintendents who have little or no managerial experience. Supply them with necessary documents and books to insure they have the needed resources to perform their duties.

There will be continued emphasis on face-to-face training and additional hands-on field demonstration which has proven to be a great need. Customer feedback was very positive again in 2023. It will be hard to expand those activities, but we are committed to sustaining them. SDLTAP will continue using video conferencing and webinar delivery when possible. The website and our Facebook page will be expanded to provide basic information on training and information delivery. We will strive to do Facebook posts at least once or twice a week. We utilize Facebook as another tool to communicate with our customers. We post training, important information and conference activities. We see Facebook as another platform of communication and utilize it as such. On occasion we do get technical assistance requests through the direct messaging feature. The number of Facebook followers continues to grow. Partnerships with other organizations will continue to be a critical link to reach customers and to provide some financial and logistical support. Our primary partner continues to be SDDOT and its Office of Research.

Working with Mr. Thad Bauer, SDDOT Research Program Manager, and the Local Government Assistance Office, we will continue to coordinate many activities with the SDDOT.

Use of SDDOT sites on the Dakota Digital Network in-state video conferencing system for access to 14 sites will be continued across the state at no charge. The reduction in travel for virtually anyone to less than 75 miles to participate in training is a great benefit. Using the same sites, we will continue to use the Transportation Learning Network (TLN) to both deliver and receive training cooperatively with four other states - CO, ND, WY, and MT. Other web-based training will be used as opportunities arise. We continue to evaluate this with special attention to the topic and time needed for delivery. Web-based delivery does not work for all topics and does not suit all presenters. A survey was completed to look at our customers' desires on how we operate the TLN sites. It was unanimous that our customers would like LTAP to host sites and make sure the connection is fully functional.

On-site training, either in the classroom, or in the field will continue. A mix of training delivery is necessary to serve SDLTAP customers. Classroom followed by field training has proven to be the most effective way to convey information. We will carefully evaluate how to be as effective as possible in time allocation, location, and content of our training. Gravel road related training will continue to be our priority but will be expanded to build upon what we have learned specific to material quality and good stabilization techniques where needed. We intend to offer this in several locations across the state. Three to five counties can be accommodated at each classroom location. Field demonstrations with smaller groups allowing hands-on instruction in the use of the motor grader will be conducted as time allows. We intend to cooperatively offer training to counties as hosts and include townships, towns, tribes, and contractors as much as possible.

In 2024, SDLTAP plans to collaborate with regional partners to provide a series of training events. The regional organizations will team up to provide training in many areas of the states where we can efficiently travel and reach many customers. Each program has experts in many different technical areas which we will utilize to strengthen the areas of weakness in our training programs. We will work on three major topics with the expansion of curriculum as needed in the area we are training. The primary training will consist of bridge training, gravel road maintenance and materials and pavement maintenance. We will choose other topics as needed and defined by the region we will be training within. Our partnership with regional LTAPs has proven very successful in the past and we will expand the partnership in 2024.

We will expand our service by providing the best advice possible to rehabilitate aging and deteriorating asphalt surfaces. We have added to our knowledge base and training resources on this topic by looking at gravel, stabilized gravel, and blotter surfacing alternatives. A life-cycle cost calculation tool, which was originally developed by SDLTAP using a simple Microsoft Excel™ spreadsheet, was modified by the Upper Great Plains Transportation Institute and is now available online to help local management and elected officials make databased decisions on the best rehabilitation option.

Some time and effort need to be reserved in 2024 to accommodate special requests from our customers, such as more requests for on-site evaluation of road surfaces, culverts, traffic safety issues, right-of-way problems to name a few. This often leads to follow-up requests to attend commission, council or board meetings which are often held in the evenings to present recommended solutions. As in the past, we continue to recognize it may be difficult to sustain all the services we promise to our customers. We will strive to be as efficient as possible in scheduling training, making sure advertisement reaches everyone who may wish to attend, to avoid duplicate requests for the same service by a neighboring agency and use electronic delivery when possible. In 2024, SDLTAP will also provide training, news media blasts and workshops to help our customers understand what BIL will mean to them and how to access the funds. BIL is a bipartisan infrastructure bill which will include many funding opportunities to our local customers and partners.

Once again, the plans we have for serving our customers can only happen with good partnerships. We remain committed to maintaining or building partnerships with others to serve our customers. At the same time, we will strive to avoid unethical situations such as allowing a corporate sponsor to use a training forum to exclusively promote their product. Our primary partners are:

- SD Department of Transportation
- SD Association of County Highway Superintendents (SDACHS)
- SD Association of Towns and Townships (SDATAT)
- SD Street Maintenance Managers Association (SDSMMA)
- SD Counties (County Commissioners & County Officials)
- SD Associated General Contractors - Highway & Heavy Construction Division (SDAGC)
- Safety Benefits Inc.
- South Dakota Engineering Society
- SD Municipal League (SDML)
- North American Salt Inc.
- Butler Machinery Company
- SD Chapter of the APWA
- Gravel Roads Academy
- Dust Busters Inc.
- RDO Equipment
- Other LTAPs nationwide
- Recognize our partnership with NELTAP, COLTAP, NDLTAP, WYLTAP and MTLTAP as partners in the Local Road Conference.

Department visits to local highway and street departments will continue as staff time allows. Our priorities are accommodating direct requests for on-site assistance, visiting new managers, and identifying local agencies that have demonstrated success in managing their road and street systems. If an agency is willing to share, staff members will travel there, gather information, and get photos (if applicable) so the technology or methods can be transferred to others. These visits will generally be accomplished in assigned geographic areas as shown in Attachment 2 on page 13 of this document.

The SDLTAP will continue to support several conferences, conventions, and meetings across the state. Examples are the SD Association of County Highway Superintendent's Annual Short Course and Summer Meetings, the SD Street Maintenance Managers Association's Spring and Fall Meetings, and the SD Association of Towns and Townships Annual Road Conference. This includes not only making presentations, but also sitting on planning committees for some of these conferences, as well as providing audio/visual equipment support, if needed. SDLTAP will take the lead in facilitating the Annual Local Road Conference and managing the SD Asphalt Conference in 2024. In 2024 the Asphalt Conference will once

again be held in Oacoma at the Cedar Shore Resort. The move provided a more conference friendly environment and more centralized location for the conference geographically to meet the asphalt needs of South Dakota. The 39 Annual Local Road Conference will remain in Sioux Falls in 2024. The new venue allowed for large equipment vendors and additional small vendor space, all of which help grow and maintain a large footprint for vendors and guests. From these activities, we not only maintain direct contact with our customers, but also gain valuable input for future training needs and technical assistance.

SDLTAP has been awarded a 2-year grant in partnership with UPGTI in North Dakota to conduct Tribal outreach in South Dakota. SDLTAP will provide technical services as well as training to all 9 Tribes in South Dakota. SDLTAP will also have an annual meeting with each Tribe to discuss the past year's work and discuss the needs of the Tribes moving forward. SDLTAP will look to add one additional part time employee in 2024 to enhance their Tribal program as well as serve the LTAP customers in a timely manner. SDLTAP is looking into the possibility of hosting a day and half workshop to enhance the Tribal workforce development.

We continue to explore delivery of more services via our website, but strict content supervision is still an issue in that area. Our Facebook page has proven to be a great tool for keeping our customers aware of our services and activities. Our toll-free number 1-800-422-0129 and generic email address [sdltap@sdstate.edu](mailto:sdltap@sdstate.edu) will continue to be available for any LTAP customer to reach us for direct technical assistance.

## **ACTIVITY PLAN TO ADDRESS THE FOUR FHWA FOCUS AREAS FOR LTAP/TTAP**

### **1) ROADWAY AND WORKER SAFETY**

- a) Conduct Mine Safety and Health Administration (MSHA) compliance training in ±35 locations across SD in partnership with Safety Benefits, Inc.
- b) Offer both Work Zone and Routine Traffic Control training as an in-house seminar upon request.
- c) Advertise the ATSSA Northland Chapter's "How To" Safety Conference.
- d) Advertise appropriate highway and worker safety courses offered via TLN.
- e) Do additional work on documentation of safety issues on local roads to improve our training visuals and content.
- f) Support the SDDOT Transportation Safety Conference.
- g) Emphasize safety in every presentation that is applicable.

### **2) INFRASTRUCTURE MANAGEMENT**

- a) Continue to partner with the SDDOT Office of Research to update cost data in the Surface Selection Criteria Study previously published in 2004.
- b) Work with NDSU to deliver an online platform for our customers to evaluate costs of doing business and to define costs more accurately in their five-year plans.
- c) Continue to work on developing resources and training about alternatives to paving.
- d) Provide technical assistance during on-site visits utilizing the experience of our staff at a practical level.
- e) Manage the 2024 SD Asphalt Conference. Andrew will serve as the conference coordinator and three of our staff members will serve on the planning committee. All are actively involved in recruiting speakers and/or making presentations.
- f) Continue to study the impact of Agribusiness and Industrial and Commercial Development on SD local roads and streets. We continue to add to our training resources on this topic and will present updated information as opportunities arise.
- g) Share results of the SDDOT Gravel Guidelines project with all customers and work towards a final

report with the contractor.

### **3) WORKFORCE DEVELOPMENT**

- a) Provide training in fundamental design and material specifications as requested.
- b) Provide hands-on instruction on surface maintenance of gravel surfaced roads along with rehabilitation if requested.
- c) Provide Management training if requested. (This has been a great challenge. We see the need for this, but customers often do not.)
- d) To conduct department visits to all new highway superintendents to make them aware of LTAP services.
- e) Assist the SD Association of County Highway Superintendents with training and oversight of the exam for the SD Highway Superintendent Certification Program.

### **4) MISCELLANEOUS SERVICE**

- a) Maintain our toll-free number for our customers, LTAP/TTAP, or others to reach us for assistance.
- b) Hold a staff/team development activity twice annually.
- c) Continue promoting social media in delivering information on our Facebook site.
- d) Continue to serve as conference coordinator and host the Regional Local Road Conference to be held in Sioux Falls, SD in 2024. Trudy Anderson, SDLTAP's Program Assistant, will continue to manage registration and budget for the conference as a service to our neighbors in eight surrounding states.
- e) Strive to continue to provide miscellaneous services to our friends and partners around the country such as sharing of our large photo log, presentations, and other resources.
- f) Support the National and Regional LTAP/TTAP Conference and NACE Conference.
- g) Support SDDOT in various research projects and deliver the findings to our customers in a timely manner.
- h) Support the EDC initiatives that the DOT has adopted and bring awareness and training to our customers that are pertinent to the locals.

The budget allocated to accomplish these activities is shown in Attachment 3, page 16.

**ATTACHMENT 1: SDLTAP STAFF****Office and Administrative Staff:**

Dr. Nadim Wehbe, P.E., Director  
 Mr. Greg Vavra, Program Manager  
 Mr. Andrew Peterson, Field Services Manager  
 Ms. Trudy Anderson, Program Assistant

**Field Staff:**

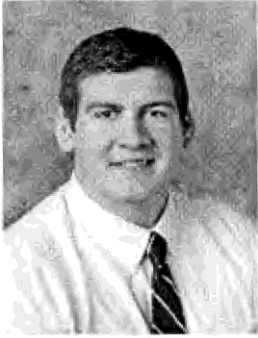
Mr. Cliff Reuer, Technical Assistance Provider, Western Area  
 Mr. Chuck Fromelt, Technical Assistance Provider, NE & SE Areas  
 Mr. Gill Hedman, Technical Assistance Provider, Central

**ABBREVIATED RESUMES OF STAFF – 2023**

Dr. Nadim Wehbe, PhD., PE -Nadim is the John M. Hanson Professor in Structural and Construction Engineering and head of the Civil and Environmental Engineering department. He also has served as the SDSU program director of the program Mountain Plains Consortium (MPC) University Transportation since he established the program in 2007. His main research interests include resilient and sustainable transportation infrastructural systems and bridge engineering. He is a fellow of the American Society of Civil Engineers (F.ASCE), the American Concrete Institute (F.ACI), and the Structural Engineering Institute (F.SEI).



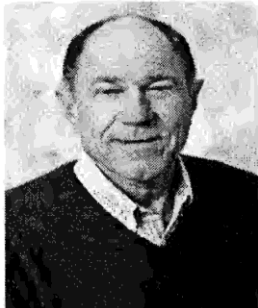
Greg Vavra - In October 2012, Greg started as SDLTAP's Field Services Manager and became Program Manager in October 2015. He previously worked as Jerauld County's Highway Superintendent for 18 years and has served as Mayor of Wessington Springs for the past 13 years. Greg provides technical assistance in gravel road maintenance, culvert installation, presentation development, and various cooperative efforts. He has extensive background in county and township maintenance and has served as Past President and Secretary treasurer for the SDACHS Association.



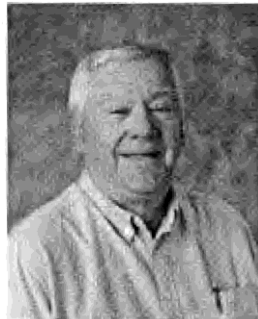
Andrew Peterson - Andrew joined LTAP as the field services manager in March 2016. He received his Bachelor of Science degree from South Dakota State University in Construction Management with a minor in Business. He served in the Air National Guard as a Pavement and Construction Equipment Specialist. Before starting at LTAP, Andrew worked for Knife River Midwest in Sioux City, IA as project manager and estimator, where he managed asphalt projects in Nebraska, Iowa, and South Dakota.



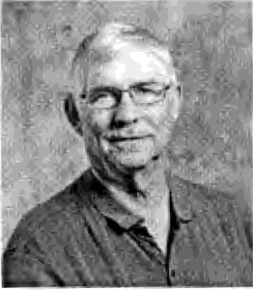
Trudy Anderson - Trudy joined LTAP in July 2017. She worked 9 years for SDSU in the Division of Technology & Security as a Budget Assistant. Prior to working for SDSU, she worked in various administrative and accounting positions in Brookings. Trudy has an associate degree in Executive Secretarial from Nettleton College, Sioux Falls, SD.



Cliff Reuer - Cliff worked for the SDDOT for 40 years as a Field Technician, Highway Beautification Agent, Maintenance Analyst, Project Engineer, Traffic and Safety Engineer and at the Office of Project Development. He has a Bachelor of Science degree from SDSU in Agricultural Business (Economics). Cliff has received specialized training from Northwestern University - Traffic Institute at Evanston, IL, training from the Institute of Transportation Engineers (ITE) and from the FHWA. Cliff joined SDLTAP in 2010.



Chuck Fromelt - Chuck joined SDLTAP in June 2015 and has a life-long background in the road and bridge environment. Chuck holds an AAS in Civil Engineering Technology from the ND State School of Science. He has 22 years of experience as a certified Day County Highway Superintendent and has eight years of experience leading and managing the construction, development, and designs for Waste Management and Tricon-Kent Construction. Chuck was president of the SD Association of County Highway Superintendents (SDACHS) and has served as a committee member of Bylaws and Resolutions of SDACHS, and as an executive board member of SDACHS.



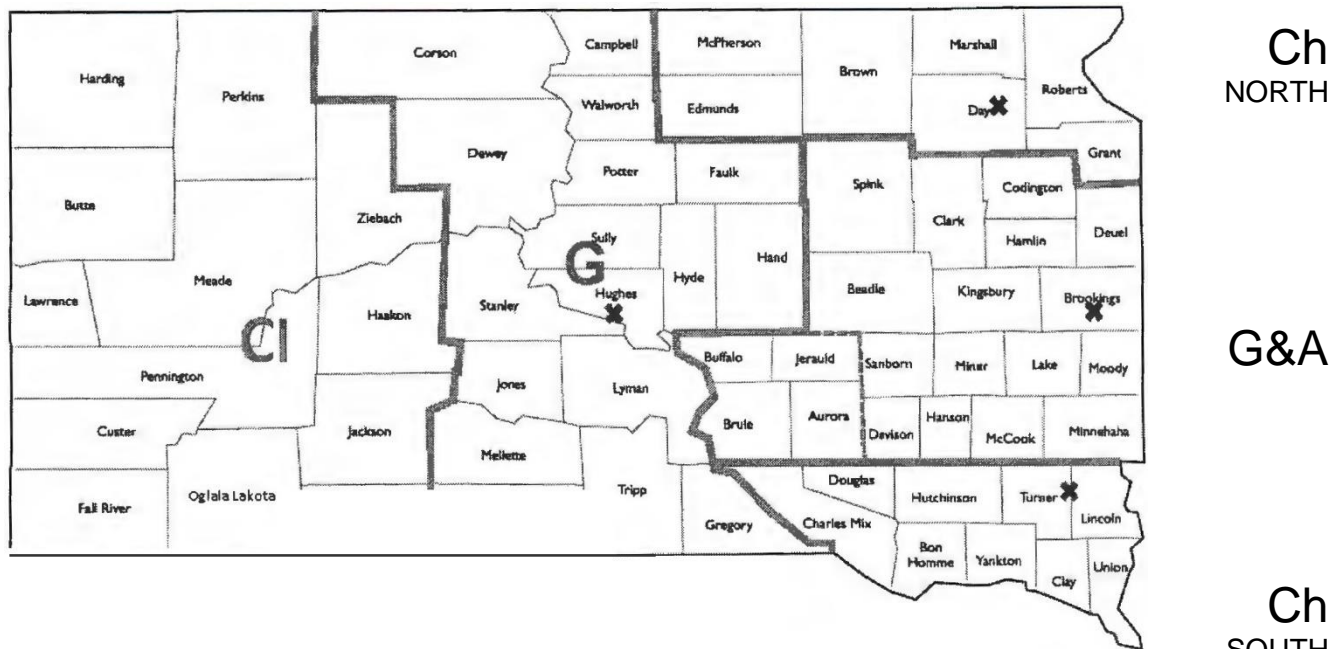
Gil Hedman - Gil joined SDLTAP in July 2017 and has been involved in road and bridge for many years. Gill is a graduate of the South Dakota School of Mines in 1975 with a BS in Civil Engineering, Gill worked 29+ years with South Dakota Department of Transportation the last 25 as Pavement Design Engineer specializing in pavement design, pavement rehabilitation, and pavement preservation activities.

Staff Changes:  
None



### ATTACHMENT 2: GEOGRAPHIC STAFF RESPONSIBILITIES

This map shows the general geographic areas covered by each of the four members of the field staff in doing on-site technical assistance or local department visits.



Geographic Areas for Tech Assistance & Dept Visits

- CI - Cliff (13 counties)
- G - Gill (17 counties)
- G&A - Greg & Andrew (20 counties)
- Ch - Chuck (16 counties)

Location of SDLTAP Staff X

ATTACHMENT 3: PROPOSED BUDGET FOR 2024 CALENDAR YEAR

ATTACHMENT 3: PROPOSED BUDGET FOR 2024 CALENDAR YEAR						
SALARY AND WAGES	FTE	SDSU		SDDOT	Total	SDSU
		Billed	Donated	Donated		Fringe Calcs
Director (N Wehbe) (Less 10% Donated)	0.10	10,352	9,876		\$ 20,228	0.10
Program Manager (Vavra)	0.85	70,526			\$ 70,526	1.00
Program Assistant (Anderson)	0.90	45,793			\$ 45,793	1.00
Field Services Manager (Peterson)	0.90	66,527			\$ 66,527	1.00
Technical Assistance Provider (Fromelt)	0.30	21,209			\$ 21,209	0.40
Technical Assistance Provider (Reuer)	0.30	24,024			\$ 24,024	0.40
Technical Assistance Provider (Hedman)	0.30	20,052			\$ 20,052	0.40
Technical Assistance Provider (New Hire) (6 months)	0.40	9,388			\$ 9,388	0.40
SDDOT Contact (Bauer)	0.05			5,757	\$ 5,757	
SDDOT Contact (Brooks)	0.05			2,130	\$ 2,130	
<b>Subtotal</b>	<b>4.15</b>	<b>267,871</b>	<b>9,876</b>	<b>7,887</b>	<b>\$ 285,634</b>	<b>4.70</b>
FRINGE BENEFITS		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
SDSU (15.0%+9,872/FTE) -- PT FTE/Fringe at 9%		69,493	2,095		\$ 71,588	
SD DOT (51.9% S&W)				4,093	\$ 4,093	
<b>Subtotal</b>		<b>69,493</b>	<b>2,095</b>	<b>4,093</b>	<b>\$ 75,680</b>	
TRAVEL & PERDIEM		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
National/Regional LTAP Travel		20,000			\$ 20,000	
All Other Travel-Trng & Tech Support		10,000			\$ 10,000	
Advisory Board		500			\$ 500	
<b>Subtotal</b>		<b>30,500</b>			<b>\$ 30,500</b>	
VEHICLES		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
Car Lease at SDSU		15,420			\$ 15,420	
Car Lease in Pierre		8,655			\$ 8,655	
<b>Subtotal</b>		<b>24,075</b>			<b>\$ 24,075</b>	
PUBLICATIONS AND POSTAGE		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
Newsletters & Marketing		900			\$ 900	
<b>Subtotal</b>		<b>900</b>			<b>\$ 900</b>	
OTHER DIRECT COSTS		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
Supplies & Copving		1,500			\$ 1,500	
Telephones		2,915			\$ 2,915	
Meeting Rooms		1,500			\$ 1,500	
National LTAP Dues		750			\$ 750	
Publications & Videos		1,400			\$ 1,400	
Training Consultants		12,000			\$ 12,000	
Training Computers & Equipment		5,000			\$ 5,000	
<b>Subtotal</b>		<b>25,065</b>	<b>-</b>	<b>-</b>	<b>\$ 25,065</b>	
<b>TOTAL DIRECT COSTS</b>		<b>417,904</b>	<b>11,971</b>	<b>11,980</b>	<b>\$ 441,855</b>	
INDIRECT COSTS		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
SDSU (28%) total direct billed & (1.34%) donated costs		117,013	5,600		\$122,613	
SDSU (29.34%) of total direct donated costs			3,512		\$ 3,512	
<b>Subtotal</b>		<b>117,013</b>	<b>9,112</b>		<b>\$ 126,125</b>	<b>Grand Total</b>
<b>GRAND TOTAL by Organization</b>		<b>534,917</b>	<b>21,083</b>	<b>11,980</b>	<b>\$ 567,980</b>	<b>567,980</b>
FUNDING SOURCES		AMOUNT	PERCENT			
FHWA Local Technical Assistance		\$210,000	36.9			
SD Local Road & Bridge		\$324,917	57.2			
SDSU (donated)		\$ 21,083	3.71			
SDDOT (donated)		\$ 11,980	2.11			
<b>TOTAL</b>		<b>\$ 567,980</b>	<b>100.00</b>			

**ATTACHMENT 4: ANNUAL WORK PLAN ADDENDUM**

LTAP Center: South Dakota

Period of Performance: October 1, 2023 - December 31, 2023

Address the following components (only address time of addendum)

- No change in center personnel resources.
- Planned training. See Table 1 below.
- We continue to work on state works groups. Ex. STIP, EDC, and research panels.
- We will continue as much in-person training as possible.

**TRAINING**

Five training courses will be presented during the fourth quarter of CY2023:

Course Title	Delivery Method	Duration (hours)	Delivery Period (month/year)	Delivery Location	Trainer/Organization
Motor Grader	In Person	8	Oct & Nov 2023	Multiple	SDLTAP
Region Training	In Person	6	Nov & Dec 2023	Multiple	SDLTAP
SD Association of Towns and Townships	In Person	4	Dec	Sioux Falls	SDLTAP
Snow and Ice Structures	In Person	1	Dec	Multiple	SDLTAP
	In Person	.5	Oct	Sioux Falls	SDLTAP

**BUDGET**

We expect to spend approximately 25% of the CY2023 budget during this quarter of the year. Exact expenditure amounts will not be known until mid-January 2024.

## EXHIBIT B

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

During the performance of this Agreement, the Contractor, 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 Agreement, the Contractor, 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 and 508 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 § 471, Section 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 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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).

**EXHIBIT C****PROPRIETARY AND PATENT RIGHTS**

(1) Contractor agrees to disclose each subject invention to State within a reasonable time after it becomes known to Contractor personnel responsible for the administration of patent matters, and that State may receive title to any subject invention not disclosed to it within such time.

(2) Contractor agrees to make a written election within two (2) years after disclosure to State (or such additional time as may be approved by State) whether Contractor will retain title to a subject invention: provided, that in any case where publication, on sale, or public use, has initiated the one (1) year statutory period in which valid patent protection can still be obtained in the United States, the period for election may be shortened by State to a date that is not more than sixty (60) days prior to the end of the statutory period: and provided further, that State may receive title to any subject invention in which Contractor does not elect to retain rights or fails to elect rights within such times.

(3) When Contractor elects rights in a subject invention, Contractor agrees to file a patent application prior to any statutory bar date that may occur under 35 USCS Section 1 et seq. due to publication, on sale, or public use, and will thereafter file corresponding patent applications in other countries in which Contractor wishes to retain title within reasonable times, and that State may receive title to any subject inventions in the United State or other countries in which Contractor has not filed patent applications on the subject invention within such times.

(4) With respect to any invention in which Contractor elects rights, State and United States government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of State or the United States Government any subject invention throughout the world: provided, that the funding agreement may provide for such additional rights; including the right to assign or have assigned foreign patent rights in the subject invention, as are determined by State or United States Government as necessary for meeting the obligations of the United States under any treaty, international agreement, arrangement of cooperation, memorandum of understanding, or similar arrangement, including military agreement relating to weapons development and production.

(5) State retains the right to require periodic reporting on the utilization or efforts at obtaining utilization that are being made by Contractor or Contractor's licensees or assignees: provided, that any such information as well as any information on utilization or efforts at obtaining utilization obtained as part of a proceeding under 35 USCS Section 203 will be treated by State as commercial and financial information obtained from a person and privileged and confidential and not subject to disclosure under 5 USCS Section 552.

(6) Contractor agrees that in the event a United States patent application is filed by or on Contractor's behalf or by any assignee of Contractor there will be included within such application and any patent issuing thereon, a statement specifying that the invention was made with State support and that State has certain rights in the invention.

(7) In the case Contractor is a nonprofit organization, (A) Contractor agrees to prohibit the assignment of rights to a subject invention in the United States without the approval of State, except where such assignment is made to an organization which has as one of its primary functions the management of inventions (provided that such assignee will be subject to the same provisions as Contractor): (B) Contractor will share royalties with the inventor; (C) except with respect to a funding agreement for the operation of a Government-owned-contractor-operated facility, that the balance of any royalties or income earned by Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; (D) that, except where it proves infeasible after a reasonable inquiry, in the licensing of subject inventions will be given to small business firms; and (E) with respect to funding agreement for the operation of a Government-owned-contractor-operated facility, (i) that after payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, 100 percent of the balance of any royalties or income earned and retained by Contractor during any fiscal year up to an amount equal to 5 percent of the annual budget of the facility, will be

used by Contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility; provided that if said balance exceeds 5 percent of the annual budget of the facility, that 75 percent of such excess will be paid to State and the remaining 25 percent will be used for the same purposes as described above in this clause (D); and (ii) that, to the extent it provides the most effective technology transfer, the licensing of subject inventions will be administered by Contractor employees on location at the facility.

(8) The requirements of 35 USCS Sections 203 and 204 apply to this research.

(9) If Contractor does not elect to retain title to a subject invention in cases subject to this section, State may consider and after consultation with Contractor grant requests for retention of rights by the inventor subject to the provisions of 35 USCS Section 202 and regulations promulgated hereunder.