

STATE OF SOUTH DAKOTA
JOINT POWERS AGREEMENT

This JOINT POWERS AGREEMENT is entered into pursuant to the authority of SDCL 1-24-2, by and between the Department of Public Safety, Driver Licensing Program (hereinafter referred to as "DPS") of 118 West Capitol Avenue, Pierre, South Dakota 57501 and CITY NAME AND ADDRESS (hereinafter referred to as "City").

WHEREAS, DPS has the power and duty under SDCL chapters 32-12 and 32-12A to issue, suspend, revoke, disqualify, or cancel driver's licenses and permits of South Dakota residents and establish testing requirements for the issuance of driver licenses and permits;

WHEREAS, City has the power and duty under Article IX Section 1 of the South Dakota Constitution to benefit and serve the residents of that city;

WHEREAS, DPS and City concur that it is a more efficient use of governmental resources if both parties perform driver's license issuance services jointly;

WHEREAS, both parties agree to enter into this Agreement to provide a benefit to the citizens of South Dakota.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The purpose of this joint undertaking is to have City perform some driver's license issuance services for DPS.
2. This agreement will be effective from January 1, 2023 through June 30, 2024 unless terminated by either party upon thirty (30) days prior written notice. Upon termination, all equipment and materials provided to City under this Agreement shall be returned in good working order to DPS.
3. Notwithstanding the provisions of paragraph 2, this Agreement depends upon the continued availability of appropriated funds and expenditure authority to DPS from the Legislature for purposes contemplated herein. This Agreement will be terminated if the Legislature fails to appropriate funds or grant expenditure authority. If sufficient funds or expenditure authority are not available, whether through lack of appropriations by the Legislature or otherwise, DPS shall provide written notice to City thirty (30) days prior to termination of this Agreement.
4. In consideration of DPS's observance and performance of the covenants, agreements, terms and conditions set forth herein, City agrees to provide personnel who will perform the functions of driver's license issuance according to the guidelines and procedures set forth by DPS.

City agrees to accept applications for South Dakota non-commercial driver's licenses and identification cards, take photos, review required documents, and conduct knowledge and vision testing. City may elect to perform drive testing or to offer hazardous materials endorsement knowledge testing for those wishing to renew a commercial driver's license. City further agrees to require all employees performing duties under this Agreement to pass a fingerprint based background check and complete the required training on fraud document

recognition, voter registration requirements and driver's license issuance process prior to issuing driver's licenses or identification cards.

5. Pursuant to the National Voter Registration Act (NVRA), 52 U.S.C. 20501 et. seq., City shall comply with the NVRA as follows:
 - a. City agrees that the DPS NVRA Coordinator and DPS staff shall have the authority to oversee compliance with the NVRA with regard to voter registration services provided by any and all personnel handling transactions outlined within this Agreement;
 - b. City personnel will comply with all communication and direction delivered by the DPS NVRA Coordinator or DPS staff;
 - c. City agrees to use all forms provided by DPS as directed by the DPS NVRA Coordinator or DPS staff;
 - d. City agrees to date and time stamp all applications, and within seven (7) business days, or within three (3) business days if the form was accepted within five (5) days before the last day for registration to vote in an election, transmit the form to DPS;
 - e. City agrees to cooperate with any investigations conducted by the DPS NVRA Coordinator or DPS staff into allegations of noncompliance with the NVRA by any and all City personnel handling transactions outlined within this Agreement;
 - f. City agrees to publicly display any materials as directed by the DPS NVRA Coordinator or DPS staff in any office where driver licensing transactions take place;
 - g. City shall compile and transmit to the DPS NVRA Coordinator any and all data requested by the DPS NVRA Coordinator or DPS staff;
 - h. City agrees to make any and all personnel handling transactions outlined within this Agreement available for training as required by DPS at the time and place directed by DPS;
 - i. City agrees to notify the DPS NVRA Coordinator of any complaints received by a member of the public relating to voter registration or driver licensing services provided by City.
 - j. City shall provide the location where driver licensing services are administered by City pursuant to this agreement to the DPS NVRA Coordinator. City shall also provide the days of the week and times of day that these services are available to the DPS NVRA Coordinator. City shall promptly notify the DPS NVRA Coordinator of any changes to the days, times, and locations of driver licensing services. City consents to allowing data collected from City regarding voter registration services provided and training received by City personnel to any appropriate entities as determined by DPS.

6. All employees or agents who access, use or disclose data provided by the Social Security Administration in a manner, or for a purpose not authorized, are subject to civil and criminal sanctions contained in applicable Federal statutes and regulations- 5 U.S.C. § 552a(i) <https://uscode.house.gov/view.xhtml?req=Title+18&f=treesort&num=141>; 42 U.S.C. § 1306(a) [https://uscode.house.gov/view.xhtml?req=\(title:42%20section:1306%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:42%20section:1306%20edition:prelim)).

7. In consideration of City's observance and performance of the covenants, agreements, terms and conditions set forth herein, DPS agrees to provide training, equipment, materials and \$6.00 per license issued for City to meet the conditions of this Agreement. All materials and equipment pertaining to this joint undertaking are the sole property of the State of South Dakota and, as such, will be dispensed, maintained and disposed of solely by DPS as the administrator of this Agreement.

8. This Agreement, or any part thereof, or the benefits to be received hereunder, shall not be assigned, transferred or otherwise disposed of to any person, firm, corporation or other entity. This Agreement may not be modified or amended except in writing, which writing shall be expressly identified as part of the Agreement, and which writing shall be signed by the appropriate city official and the Secretary of DPS, or their authorized designees.
9. This Agreement shall be governed and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law provisions. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
10. DPS shall be responsible for administering this joint undertaking. The financing of this Agreement shall be as specified in paragraph 5 above.
11. The parties declare that no separate entity as contemplated in SDCL 1-24-4 is being created to implement this Agreement.
12. City agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing driver licensing services under this Agreement.
13. City agrees to, at their own cost and expense, maintain worker's compensation and employer's liability insurance as required by South Dakota law during the period of this Agreement.
14. This Agreement and the covenants herein contained shall inure to the benefit of and be obligatory upon the legal representatives, agents, employees, successors in interest, and assigns their respective parties hereto.
15. Pursuant to SDCL 1-24-6.1, a copy of this Agreement shall be filed by DPS with the Attorney General and the Legislative Research Council not more than fourteen (14) days after being executed.

IN WITNESS THEREOF, the parties have set their hands.

 Craig Price (Date)
 Cabinet Secretary
 Department of Public Safety

 Authorized City Official's Signature (Date)

 City Official- print name (Date)

 City Official's Title