

**FALL RIVER COUNTY  
COUNTY COMMISSIONERS  
COURTHOUSE  
906 NORTH RIVER ST  
HOT SPRINGS, SOUTH DAKOTA 57747  
PHONE: (605) 745-5130 FAX: (605) 745-6835**

**FALL RIVER BOARD OF COUNTY COMMISSIONERS  
Courthouse, 2<sup>nd</sup> Floor Courtroom  
TUESDAY, AUGUST 18, 2015**

8:30 – 9:00 Commissioners Review of Bills  
Invocation

9:00 Call Meeting to Order  
Pledge of Allegiance  
Conflict Of Interest Items for Board Members

Action Items for Consideration:  
Agenda

Approve minutes of 8-4-15 and 8-11-15  
County Assistance, Death Expense Applications  
July 31, 2015, Auditor's Account with County Treasurer  
Consideration to submit comments to US Corps of Engineers on proposed plan for former BH Army Depot  
Follow-up by Ortner on BHP building for county office and storage  
Wage adjustments, effective July 20, 2015:

Mark Ormasher, Hwy, step increase to \$15.11, retro \$103.60;

Joyce Farrell, Treas, step increase to \$11.31, retro \$73.92;

Gerard Helsing, Hwy, to \$15.11, retro \$44.06;

Ken Martin, Hwy, to \$11.06, retro \$40.85;

Francis Dennison, Dir of Equal, to \$13.06, retro \$28.61;

Melissa Fleming, Dispatch, to \$13.06, retro \$60.66

(move any unfinished business to the end of the meeting if needed)

9:25 Frank Maynard, EM – FEMA paperwork approval; Updates on FEMA, Rally

9:35 Lyle Jensen, Bldg Supv – Quotes for county vehicle – surplus, state bid and local dealerships

9:45 Susie Simkins, Dir of Equal – Approval for Vanguard appraisal software remote module; request for cell phone;  
request for continuation of certain 2015 personnel; Reclassification of Vella Birkland from temp. PT to perm. PT

10:00 Hwy Business – 2<sup>nd</sup> Reading of proposed Wheel Tax  
Updates

10:25 Approve bills; break

10:30 Public Comment

10:40 Jim Sword, State's Attorney – Approval for network proposal, \$3,780

10:50 Review of 2016 Provisional Budget

Unfinished Business

Executive Session as per SDCL 1-25-2 (1) and (3), legal and personnel matters

Adjourn

Agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only, if any items require action, such action will be deferred to the next meeting.

Fall River County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of accommodations, please notify the commissioners' office, (605) 745-5132, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

**AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

**TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS OF FALL RIVER COUNTY:**

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31<sup>st</sup> day of July, 2015.

**Total Amt of Deposit in First Interstate Bank:    \$381,020.36**

**Total Amount of Cash:                                \$ 6,202.20**

**Total Amount of Treasurer's Change Fund:       \$ 900.00**

**Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:       \$13,853.03**

**MONEY MARKET SAVINGS:**

**First Interstate Bank:                            \$1,448,088.20**

**CERTIFICATES OF DEPOSIT:**

**First Interstate-Hot Springs:                 \$3,470,000.00**

**Black Hills Federal Credit Union:            \$ 250,000.00**

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

    Register of Deeds Change Fund: \$500.00

    Highway Petty Cash: \$20.00

    Election Petty Cash: \$15.00

**RETURNED CHECKS:**

    Bauer, James - \$44.00, Lic (3/30/2015)

    Fajardo, Tony - \$871.64, Lic (7/10/2015)

**TOTAL \$5,571,514.43**

Dated This 31<sup>st</sup> Day of July, 2015.

*Stacy Schmidt Deputy Auditor*

Sue Ganje, County Auditor of Fall River County.

**County Monies: \$5,270,000.26**

**Held for other Entities: \$129,159.36**

**Held in Trust: \$172,354.81**

**TOTAL: \$5,571,514.43**

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, TOWNSHIPS, FIRE AND AMBULANCE DISTRICTS, AND STATE.

# **PROPOSED PLAN**

## **FORMER BLACK HILLS ARMY DEPOT FALL RIVER COUNTY, SOUTH DAKOTA**

**Burning Ground No. 1, Burning Ground No. 2, and  
Chemical Warfare Burning Pit**

*Prepared for:*

**U.S. Army Engineering and Support Center, Huntsville  
and  
U.S. Army Corps of Engineers, Omaha District**



**Contract No. W912DY-09-D-0062**

**Delivery Orders 0003 & 0009**

**FUDS Project No. B08SD000800**

**June 2015**

## 1.0 INTRODUCTION

This *Proposed Plan*\* has been prepared by the United States Army Corps of Engineers (USACE)<sup>†</sup> to satisfy statutory and regulatory requirements for public involvement in the remedy selection process for a portion of the former Black Hills Army Depot (BHAD). BHAD is a *formerly used defense site (FUDS)* in Fall River County, South Dakota (**Figure 1**). Contamination related to *chemical warfare materiel (CWM)* and *munitions and explosives of concern (MEC)* has been identified in an area at the former BHAD. The MEC contamination poses potential hazards to human health (CWM does not pose a hazard due to an incomplete exposure pathway). To protect human health and the environment, and to comply with the *Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)* (also known as *Superfund*), USACE must select a remedy to address the MEC hazards identified at BHAD.

Preparation and distribution of the Proposed Plan follows the completion of a *Remedial Investigation (RI)* and *Feasibility Study (FS)* in 2015 (Parsons, 2015). This Proposed Plan describes the site (*Sections 2.0 through 6.0*), summarizes the USACE's evaluation of different options, called "remedial alternatives," for addressing MEC hazards at the project site (*Section 7.0 and 8.0*), and provides the rationale for the USACE's "*Preferred Alternative*" (*Section 9.0*). The document also provides an opportunity for the public to participate in the decision process and describes how the public can get involved (*Section 10.0*).

It is USACE's judgment that the preferred alternative identified in this Proposed Plan, Access Restrictions with Educational Awareness, is necessary to protect public health or welfare or the environment from MEC hazards present at this project site

Local community members, land owners, and other interested parties are encouraged to review this Proposed Plan and submit comments. Comments on the Proposed Plan will be accepted during a public comment period between June 4 and July 2, 2015, and any

\* The terms used in this Proposed Plan are defined in the Glossary at the back of this document and presented in bold italic font at first use.

† A list of acronyms and abbreviations used in this document is presented at the back of this document.

### PLEASE MARK YOUR CALENDAR!

#### PUBLIC COMMENT PERIOD:

*June 16– July 17, 2015*

USACE will accept comments on this Proposed Plan during the public comment period. A public meeting may also be requested. Written comments may be sent to:

U.S. Army Corps of Engineers, Omaha District  
Attn.: Ms. Taunya Howe  
Project Manager  
1616 Capitol Ave  
Omaha, NE 68102-4910  
[Taunya.E.Howe@usace.army.mil](mailto:Taunya.E.Howe@usace.army.mil)

Comments must be received by the Project Manager no later than July 6, 2015.

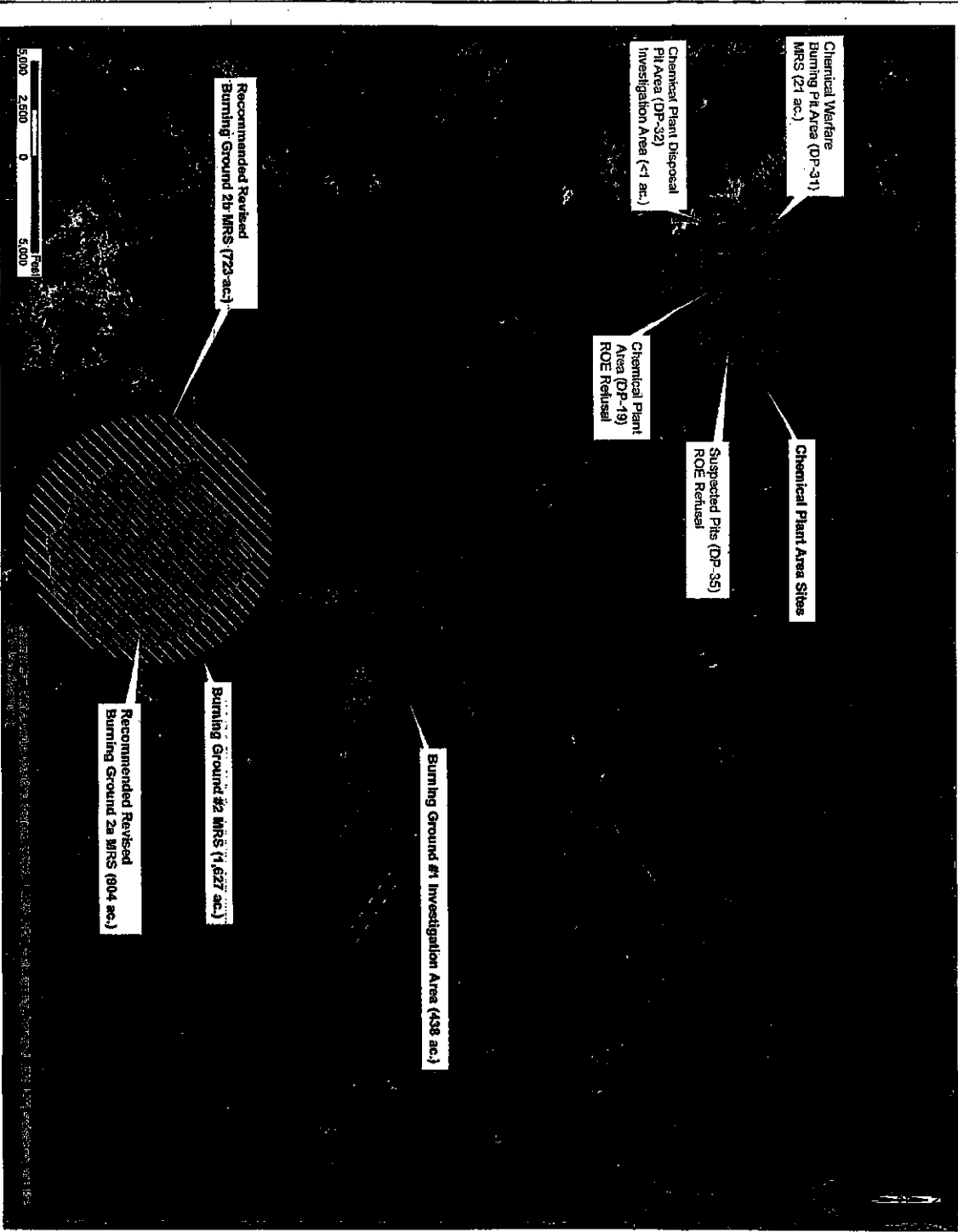
#### For more information, see the Administrative Record File at the following location:

Edgemont Public Library  
Contact: Ashley Cortney  
412 2nd Avenue, Edgemont, SD 57735  
(605) 662-7712

comments received will be considered before the final selection and approval of a remedial action. Following acceptance of the Proposed Plan, the "selected remedy" will be recorded in a *Decision Document*.

The USACE is the lead agency for investigating, reporting, making remedial decisions, and taking remedial actions (i.e., cleanup) at the former BHAD. In this role, the USACE works with the United States Environmental Protection Agency (USEPA) Region 8 and the South Dakota Department of Environment and Natural Resources (SD DENR). This Proposed Plan is part of USACE's community relations program, which is a component of the requirements of Section 117(a) of CERCLA and Section 300.430(f)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan.

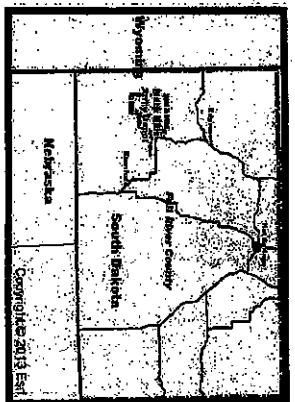
The location of the former BHAD is shown in **Figure 1**. This Proposed Plan addresses three investigation areas at the former BHAD: Burning Ground No. 1 (BG-1), Burning Ground No. 2 (BG-2), and the Chemical Plant Area. These three areas are hereafter referred to as the "*project site*". The Chemical Plant Area comprises four separate disposal pit (DP) areas, designated DP-31 (Chemical Warfare Burning Pit), DP-32, DP-19, and DP-35. However right-of-entry (ROE) to some



**Figure 1**  
Investigation Area Overview

- Legend**
- BG-2 Low Density (723 acres)
  - Revised MRS
  - Burning Ground No. 1
  - Burning Ground No. 2
  - Chemical Plant Area sites
  - Approximate BHAD Boundary

**Notes:**  
 CWM = Chemical Warfare Material  
 MC = Munitions Concerns  
 MEC = Munitions and Explosives of Concern  
 MRS = Munitions Response Site  
 ROE = Right of Entry



**REMEDIAL INVESTIGATION SUMMARY**

BG-1: No unacceptable CWM/MEC hazards or human health MC risks. Response action not required.

BG-2a: 904 acres MEC contaminated. Response Action Recommended.

BG-2b: No unacceptable CWM/MEC hazards or human health MC risks. Response action not required.

**Chemical Plant Area**

DP-31: No unacceptable CWM/MEC hazards or human health MC risks. Response action not required.

DP-32: No unacceptable CWM/MEC hazards or human health MC risks. Response action not required.

DP-19 and DP-35: Due to ROE refusal, evaluation still pending.

### August Payroll Changes

EE Name		Hours
	Adjust first year accruals manually	
X	Dan Cullen Change \$1 to \$A	
	Denver AmericanHorse Change \$1 to \$A	
X	Mark Ormesher Pay Increase 6/23/15 to \$15.11 to include \$0.06	
	<b>Retro pay Raise plus Increase: \$103.60</b>	161.75
		15.50 OVT
X	Joyce Farrell Pay Increase 6/26/15 to \$11.31 to include \$0.06	
	<b>Retro pay Raise plus Increase: \$73.92</b>	132
X	Gerard Heisinger Pay Increase to \$15.11 to include \$0.06	
	<b>Retro pay Increase: \$44.06</b>	734.25
X	Ken Martin Pay Increase to \$11.06 to include \$0.06	
	<b>Retro pay Increase: \$40.85</b>	680.75
X	Frances Denison Pay Increase to \$13.06 to include \$0.06	
	<b>Retro pay Increase: \$28.61</b>	476.75
X	Melissa Fleming Pay Increase to \$13.06 to include \$0.06	
	<b>Retro pay Increase: \$60.66</b>	1011
	Justin Hayne Added Benefits/1st check in Aug/Include in Health Ins. form online	
	Richard Kraima Add to SD Retirement #347 D161 Maint. & D222 EM	

JK  
772

A	B	C	D	E	F	G	H	
YEAR	MAKE	MODEL	PRICE	MPG	DEALER	WARRANTY	MILES	
1	2010	Chevy	Impala Limited	\$13,000		Federal Surplus	none	29,000
2	2011	Ford	Taurus	\$17,000		Federal Surplus	none	26,000
3	2015	Kia	Optima	\$20,500		Billion	10 year 100,000 miles	0
4	2015	Kia	Optima Hybrid	\$25,500		Billion	10 year 100,000 miles	0
5	2015	Chevy	Impala	\$25,000		Billion	3 year 36,000	0
6	2015	Toyota	Camry	\$22,619		Toyota of the Black Hills	3 year 36,000 miles	0
7	2015	Toyota	Camry Hybrid	\$26,000		Toyota of the Black Hills	3 yr. 36,000 miles 8yr battery	0
8	2016	Mazda	Mazda6	\$23,302		Liberty Jeep	3 yr. 36,000 miles	945
9	2015	Chevy	Impala	\$24,473		Rapid Chevrolet	3 Year 36,000	0
10	2015	Chevy	Impala Limited	\$17,479		State bid	5 year 100,000 miles	0



2727 N Plaza Dr.  
 Rapid City, SD 57702  
 Phone 605-348-6529 Fax 605-342-1160

**Quote**  
 No.: **48560**  
 Date: **4/17/2015**

Prepared for:

Jim Sword  
 Fall River Co States Attorney  
 1037 N River  
 Hot Springs, SD 57747 U.S.A.

Account No.: 1691  
 Phone: (605) 745-3866  
 Job: State's Attorney Network Proposal

Qty	Description	UOM	Sell	Total
1.00	Monthly Hosted Wireless Solution	EA	\$75.00	\$75.00
1.00	One-Time Hosted Wireless Setup Fee	EA	\$150.00	\$150.00
<b>Ruckus Wireless Parts and Labor</b>				
1	Ruckus ZoneFlex R710 dual-band 802.11abgn/ac Wireless Access Point, 4x4:4 streams, MU-MIMO, BeamFlex+, dual ports, 802.3af/at PoE support	EA	\$1,295.00	\$1,295.00
1	Ruckus Spare POE adapter with US power adapter	EA	\$60.00	\$60.00
4.00	IS Labor Tech/Engineer Regular	HR	\$85.00	\$340.00
<b>Microsoft Office 365</b>				
4	Microsoft Office 365 (Plan E3) - Subscription license ( 1 year ) - 1 user - Open Government	EA	\$210.00	\$840.00
1.00	O365 Migration and Setup Fee	EA	\$1,000.00	\$1,000.00

*Celebrating 30 Years of Service*

Your Price:	<b>\$3,760.00</b>
Freight:	\$20.00
<b>SubTotal:</b>	<b>\$3,780.00</b>
<b>Total:</b>	<b>\$3,780.00</b>

Prices are firm until 7/31/2015

**Prepared by:** Kristen Jones, kristenjones@goldenwest.com

**Date:** 4/17/2015

The O365 Business Premium cost is quoted by Microsoft at a Yearly Rate. This will include Rights Management for file and email encryption.

Monthly Hosted Wireless Solution will be added to FRC's current Managed Services support agreement for \$75.00 per month. O365 support and administration will be added at \$28.00 per month to FRC's current Managed Service support agreement.

**NOTE:** The O365 will be registered to the County because it has to be registered to the server domain.



**Quote**

No.: **48560**

Date: **4/17/2015**

The \$1,000.00 setup fee is one-time for the whole county.

Caveat: If more wireless coverage is needed because of building constraints, we will have to add another Access Point

Caveat: Lyle Jensen has agreed to do the Cable Run, Terminating, and Testing to hook up the Access Point.

Caveat: States Attorney office is responsible to get a domain name registered, we will need (4) new email accounts setup through Microsoft

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.

Applicable taxes and/or additional freight charges may be added on to the invoice.

Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

A 40% fee may be added to any account that is sent to collections due to failure to pay.



**WIRELESS MONITORING AND MANAGEMENT SERVICE AGREEMENT**

- I. **Description of Services.** Golden West Technologies' Wireless Monitoring and Management Service is a comprehensive monitoring and management solution for RUCKUS Wireless appliances. Specific details on service levels are found in the Golden West Managed Services End Users Guide.
- II. **Setup Procedures.** Golden West Technologies will configure ship and remotely assist with the onsite install of the RUCKUS Access Points. The Golden West Technologies Network Operations Center can then assist in opening a management rule for Golden West.
- III. **Fees.** On the effective date the customer will be charged a one-time setup fee of \$150.00 and monthly fees based upon the table below.

Service Level	Bronze <input type="checkbox"/>	Silver <input checked="" type="checkbox"/>	Gold <input type="checkbox"/>
Monthly Cost of Service	\$75.00		

Coverage:  
 Number of Access Points 1  
 End-user Helpdesk Support  
 \_\_\_\_\_ (rooms or sites)

- IV. **Term.** The initial term of this Agreement is for one (1) year. Service will begin when the equipment is installed and is operational, known as the "in-service" date. Upon completion of the initial term, this agreement will automatically renew for successive thirty (30) day terms unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If terminated, this service agreement ends on the last day of the then current term.
- V. **Acceptance.** By signing this agreement, the Customer accepts and agrees to all of the Terms and Conditions on both sides of this agreement.
- VI. **Notice.** Any notices required to be given by Golden West Technologies shall be sent via E-mail to [frcsa@gwts.com](mailto:frcsa@gwts.com). All notices to Golden West Technologies shall be sent via E-mail to [info@gwts.com](mailto:info@gwts.com).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date of In-Service Date

**Golden West Technologies**

**Fall River County-States Attorney Office**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print Name: Kristen Jones

Print Name: Sue Gangl

Title: Technology Sales Consultant

Title: County Auditor

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

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

\*\*Additional fees may apply and are detailed in the Terms and Conditions on page 2 of this agreement.



## WIRELESS MONITORING AND MANAGEMENT SERVICE AGREEMENT

### Terms and Conditions:

1. The Customer has contracted with Golden West Technologies, or is about to contract with Golden West Technologies for Wireless Monitoring and Management. All monthly charges are payable in advance. The initial term of this Agreement is for one (1) year. Golden West Technologies monitoring and management services will begin when the necessary equipment and/or tools are installed and are operational, and when the necessary communications connection is completed. If terminated, this Agreement ends on the last day of the then-current term. The Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
2. This Agreement may be suspended, at Golden West Technologies' option, for late payment or non-payment of services by the Customer. In the event that Golden West Technologies, in its sole discretion, determines that the Customer's network system poses an immediate risk of harm to Golden West Technologies' business or other Customers, Golden West Technologies may immediately suspend and/or terminate this Agreement. Additionally Golden West may terminate this Agreement if customer support requirements exceed expected levels. Customer will be given written notice of said termination at least thirty (30) days prior to termination, in which to bring support requests in line with expected levels.
3. The Customer may terminate this Agreement for cause after having first provided written notice of a breach of performance to Golden West Technologies and given thirty (30) days following the notice for Golden West Technologies to cure the alleged breach. In the event that the Customer terminates this Agreement, without cause, the Customer agrees to pay Golden West Technologies an amount in total equal to three times the monthly Agreement charges either through payment of actual fees or in a cash settlement or combination thereof.
4. Golden West Technologies assumes no liability for delay in installation of the system, or interruption of service due to strike, riots, floods, fires, acts of God, or any causes beyond the control of Golden West Technologies, including interruption in telephone service or internet connection. Golden West Technologies will not be required to supply service to the Customer while interruption of service due to any such cause shall continue. Golden West Technologies shall not be liable for any loss or damage caused by defect or deficiencies in the network nor shall Golden West Technologies incur any liability for any delay in response or non-response of any institutions or individuals notified by Golden West Technologies. The Customer understands that Golden West Technologies will not receive notifications when the telephone line, telephone equipment, internet connection, or other transmission mode is not operating or has been out, interfered with, or otherwise compromised. Golden West Technologies shall not be obligated to perform any monitoring service during any time when Customer's telephone, telephone equipment, internet connection, or other transmission mode shall not be working, is disabled, or otherwise compromised by any means since signals to Golden West Technologies are received solely by means of telephone communication or internet connection.
5. GOLDEN WEST TECHNOLOGIES IS NOT RESPONSIBLE FOR ANY FAILURES, REPAIRS OR MODIFICATIONS RESULTING OR NECESSITATED BY CUSTOMER'S HARDWARE, SOFTWARE, OR OTHER SERVICES PROVIDED BY THIRD PARTIES. THE WIRELESS MONITORING AND MANAGEMENT SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT FURTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
6. UNDER NO CIRCUMSTANCES WILL GOLDEN WEST TECHNOLOGIES OR ITS AGENTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS COVER, LOSS OF DATA OR INTERRUPTION. IF THERE SHALL, NOTWITHSTANDING THE ABOVE PROVISIONS, AT ANY TIME BE OR ARISE ANY LIABILITY, ON THE PART OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS BY VIRTUE OF THIS AGREEMENT, SUCH LIABILITY IS AND SHALL BE LIMITED TO THE SUM OF SIX (6) MONTHS SERVICE FEES. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GOLDEN WEST TECHNOLOGIES OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GOLDEN WEST TECHNOLOGIES OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GOLDEN WEST TECHNOLOGIES IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED ACT OF MALFEASANCE, MISFEASANCE, OR NONFEASANCE OCCURRED.
7. NO PARTY WILL BE LIABLE FOR ANY FAILURE OF PERFORMANCE, IF SUCH FAILURE IS DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL KNOWN AS FORCE MAJEURE, INCLUDING ACTS OF GOD, FIRE, EXPLOSION, VANDALISM, TERRORISM, CABLE CUT, STORM, OR OTHER SIMILAR OCCURRENCE, ANY LAW, ORDER, REGULATION, DIRECTION, ACTION, OR REQUEST BY ANY GOVERNMENT, CIVIL, OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, INSURRECTIONS, RIOTS, WARS, LABOR DIFFICULTIES, SUPPLIER FAILURES, SHORTAGES, BREACHES, OR DELAYS.
8. In the event Golden West Technologies is destroyed or so substantially damaged by Force Majeure that Golden West Technologies is unable to provide the services under this Agreement, Golden West Technologies shall have a reasonable period of time in which to relocate or subcontract the Wireless monitoring and management service.
9. It is understood and agreed by and between the parties hereto, that if there is any conflict between this Agreement and customers purchase order, or any other document, this Agreement will govern.
10. The Customer may not assign this Agreement, unless the written consent of Golden West Technologies is first obtained.
11. This Agreement shall be governed by the laws of the State of South Dakota, except its "Conflict of Laws" rules. Venue for all disputes shall be the Circuit Court for Pennington County, South Dakota. In the event Customer shall violate any term, covenant or agreement hereunder and Golden West Technologies shall incur any legal expenses as a result thereof, Customer agrees to pay reasonable attorney's fees so incurred by Golden West Technologies, including court costs and appellate proceedings.
12. All rights, powers and remedies reserved or given to Golden West Technologies hereunder shall inure to the benefit of Golden West Technologies, its successors and assigns.
13. In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
14. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he/she is duly authorized to execute same and has the authority to bind and obligate Customer herein.
15. At any time after the initial term of this Agreement, Golden West Technologies may increase charges or change the terms and conditions of this Agreement upon providing 90 days' notice to the Customer. Upon receipt of the notice of increased charges or change of terms and conditions, the customer may cancel Agreement by providing notice in writing 30 days prior to the effective date of the increase or changes.
16. The Customer agrees that for so long as Golden West Technologies is engaged by the Customer, and for a period of twenty-four months thereafter, the Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of Golden West Technologies and whom the Customer has become aware of by virtue of this engagement for the purpose of having such a person work for the Customer, or for any other person firm corporation or entity.