

**FALL RIVER COUNTY SOUTH ANNEX  
AGREEMENT FOR MEETING ROOM**

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

Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

**The use of the meeting room will be limited to nonprofit and government agencies.**

Time frames are as follows: 8:00a.m. to 5:00p.m. and 6:00p.m. to 10:00p.m.

Cancellations must be made 24 hours prior to the event..

**DATE(S)** \_\_\_\_\_ **TIME** \_\_\_\_\_

I have read and understand this use agreement for the South Annex located at 709 Jensen Highway, Hot Springs, SD. Any damage to the building resulting from the usage shall be assessed and charged to the user/or persons responsible for use of the room. Adopted by the Fall River County Board of Commissioners, on

\_\_\_\_\_

**INDEMINFICATION AGREEMENT**

The undersigned hereby agrees that as additional consideration is shall indemnify and hold Fall River County harmless for any and all liability that may result out of the use of the Fall River County South Annex Building. This Indemnification Agreement shall extend to any and all persons using or attending any function in the Fall River County South Annex Building, which is subject to this agreement.

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

## RESERVATION and USAGE INFORMATION

- Reservations may be made at the Fall River County Auditor' Office, located at 906 N. River Street, Hot Springs, SD during regular business hours.
- Availability of the facility may be determined by phone (605) 745- 5130 but reservations will not be confirmed without the signed agreement.
- Government or nonprofit organizations that qualify for use of the Annex Room are required to sign monthly agreements, as well as follow reservation and usage rules.
- The key must be picked up during regular business hours (8a.m-5p.m. Monday thru Friday) at the Auditor's Office prior to the event.
- Return keys to the Fall River County Auditor's Office.
- The user is responsible for setting up their meeting. They are also required to clean up (see list below) immediately after each use of the building.
- **Cleaning Includes:**
- Wash chairs and tables as needed. Place all trash in the proper receptacles and remove full bags to the outside dumpster. If food is served, wash any non disposables and return them to the original storage location. All outside items are to be removed when the meeting is complete. Storage of items is not allowed.
- Turn off all lights and close all interior doors.
- **This is a non smoking facility and no alcohol is allowed on the premises.**
- Children must be monitored and for their safety they should not be running in the building.
- Fall River County is not responsible for items left in the building.
- **Fall River County is not responsible for accidents or injuries that may occur.**
- In case of emergency contact: \_\_\_\_\_ work: \_\_\_\_\_  
Cell: \_ \_ \_ \_ \_

## Aaron Eberle

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**From:** Susie Hayes [frdoe@gwtc.net]  
**Sent:** Saturday, March 30, 2019 11:21 AM  
**To:** 'mailto:jbart@gwtc.net'; allenranch@gwtc.net; pnabholz@gwtc.net; deb.debkrussell@gmail.com  
**Cc:** 'Aaron Eberle'; 'Sue Ganje'  
**Subject:** DOE office staff information for Tuesday meeting  
**Attachments:** doc06114020190330110513.pdf

Ann, Joe A., Paul, Deb, Joe F.,

I have attached information for you that I will be presenting on Tuesday. I will give a brief explanation of each page here. I know this is a lot of information to go through, so I encourage any/all of you to contact me on Monday if you have any questions.

Page 1 = Narrative of request  
Page 2 = DOE office job responsibilities (we are not just about property assessment) Page 3 = Growth Statistics for the county and Office Staff Ratios Page 4 = A breakdown of our main office duties and statistics showing the increase in work volume in the last 5 years Page 5 = Staffing options - to be discussed and decide what is the best fit for us - now and moving forward Page 6 = A breakdown of just the assessment work load and the time needed to accomplish this work...as you can see...we are short on time.

We believe that we are justified in asking for more staff...all of the tax dollars generated for the county begin with DOE.

If we are short staffed, we cannot properly get all of our work done, which will result in poor assessments and missed growth again.

We do not want that to happen.

We strive to do a good job, and use our time and resources wisely.

We are requesting the proper tools needed to accomplish that goal.

Thank you for your consideration,  
Respectfully,

Susie Hayes, CAA  
Director of Equalization  
Fall River / Oglala Lakota Counties  
605-745-5136

The attached Growth Statistics and the Work Duty Load Changes documents indicate that Fall River County is growing at a steady pace. This growth has placed an additional burden on the DOE office, in terms of the number of parcels to manage and the additional buildings to assess. It has also affected our Fall Fieldwork workload.

Since the completion of the County-wide Reassessment, our office has been operating at a level of 4.7 staff members (see Office Staff Ratios report).

The Department of Revenue and the SDAAO standards recommend 1 staff per 2500 parcels. Fall River County currently has 11,912 parcels and Oglala Lakota County has 1503 parcels, for a total of 13,415 parcels. According to the recommendations, we should have 5.366 staff members.

We are respectfully requesting additional staff to help us better comply with the state recommendations. It is imperative, in order to maintain the integrity of our county-wide reassessment and to keep up with the increased work load due to growth, that we are at full staff.

Please refer to the attached document Staffing Options for a comparison of the different staffing options that could be considered.

Thank you for your time and consideration,  
The DOE staff

## Director of Equalization Office Responsibilities

Assess property values by performing field inspections & gathering information from owners to determine grade, condition & final values for all property, buildings & land.

Review entire county every fall searching for new construction or changes to property to account for growth.

Provide property requests to customers, realtors, insurance agents & appraisers as requested.

Update & maintain owner occupied status.

Assist with the following tax exemption/reduction applications:

- Elderly & Disabled Freeze
- Disabled Veterans
- Paraplegic Veterans
- Tax Exempt Entities-Churches & Non-profit organizations
- Ag Status/Exemptions
- Discretionary Determinations

Conduct annual sheep predator survey.

Record all oil, gas & water wells.

Mobile Home records:

- Record all monthly mobile home sales
- Maintain records for mobile home park owners/occupants & verify locations

Sales:

- Process sales and property transfers received from ROD
- Research deeds & plats as needed
- Work new plats & splits as needed

Perform sales analysis and land valuation studies

Evaluate agricultural land and make needed adjustments.

Print & mail assessment notices on an annual basis.

Assist property owners with appeals of property values.

Assist property owners with tax abatements.

**GROWTH STATISTICS**

**Total # of Parcels in Fall River County:**

2012            9,591

2018            11,912

**Growth        2,321 more total parcels in the county (25% increase)**

**Total # of Parcels with buildings on them:**

2012            3,619

2018            3,989

**Growth        370 new parcels with buildings on them (10% increase)**

(this does not include the new building count to add onto parcels that already had existing buildings)

**Total Growth each year in Full & True Assessed Value:**

2009 = 9,680,721

2014 = 3,108,837

2010 = 5,845,823

2015 = 7,301,867

2011 = 9,713,530

2016 = 6,196,165

2012 = 7,623,905

2017 = 9,077,405

2013 = 6,734,089

2018 = 8,547,556

**Average Growth per year over last 10 years = \$ 7,382,989 Full & True Value**

**OFFICE STAFF RATIOS**

Fr Co parcel count = 11,912

OL Co parcel count = 1503

Total parcel count = 13,415 / 2500 = 5.37 staff x 2080 hours = 11,169 staff hours

We currently have:

4 full time staff at 2080 hours each = 8,320 staff hours

1 year round part time staff at 1456(28 hrs/wk)

Current Total Staff hours = 9,776 staff hours

Director of Equalization office duty work load changes over the last 5 years		Fall River County		Ogjala Lakota County	
Project / Activity / Job	Work / Review every year	2014	2018	% change	# of parcels to manage
<b>REASSESSMENT</b>					
Annual Summer Project (7 year plan)	Work / Review every year	1700	700		
Fall Field Work (green sheets and building permits)	worked every summer	197	412	-59%	included in FR #
Mobile Homes (new to county - move - delete)	reviewed every fall	20	30	109%	25
Parcel Edits/Changes (splits, plats, combine, delete)	average worked per year	116	151	50%	994
Discretionary - AG and Commercial	average worked per year	28	62	30%	33
Appeal / Stip Process	processed every year	400	125	121%	1
Sales Ratio Review (good sales)	avg # phone calls per year	154	227	-69%	5
	Good Sales reviewed and analyzed every year			47%	10
<b>ADMINISTRATION</b>					
Address Changes	Process / Audit every year				
Legal Description Edits	DOE processes all of these on both data bases				
Tax District Edits - Changes - Create	DOE processes all of these on both data bases				
Manage all Tax Reduction Programs:	DOE processes all of these on both data bases				
AG Exempt Buildings (current and new)	DOE processes all of these on both data bases				
AG Status Applications (current and new)	reviewed every year	253	277	9%	34
Owner Occupied Status (current and new)	constant management / 7 yr audits				3,802
Elderly / Disabled Freeze	constant management / 7 yr audits				3,072
Veteran's Exemption	process every year	97	121	25%	0
Tax Exempt Applications (church / charity)	process every year	52	62	19%	0
Sales and Title Transfers:	constant management / 5 yr audits				81
Real Estate Sales	DOE processes all of these on both data bases				
Mobile Home Transfers	process every month // annual total =	488	562	15%	25 - 35
	process every month // annual total =	96	71	-26%	40 - 60

Staffing Options for DOE			
Details of Position:	Summer Helper	Permanent Part Time	Full Time
# hours worked -	40 hrs x 16wks = 640	28 hrs x 52 wks = 1456	40 hrs x 52 wks = 2080
x wages	\$ 10.00 per hour	\$10.00 per hour	\$12.00 per hour
equals annual pay	\$6,400	\$14,560	\$24,960
plus retirement	N/A	yes	yes
plus benefits	N/A	N/A	yes
plus certification	N/A	N/A	yes
education / conference			one time fee = \$440 annual = \$4,200
Total Annual cost			
			difference between FT and FT Certified = \$8360 annually







**The Office of the State's Attorney**  
**Fall River and Oglala Lakota Counties**

**Brian T. Ahrendt**

906 North River Street, Suite 301 Hot Springs, SD 57747 Phone: (605) 745-3866 Facsimile: (605) 745-3855 [FRCSA@gwtc.net](mailto:FRCSA@gwtc.net)

**March 28, 2019**

Fall River County Commissioners  
906 N. River St.  
Hot Springs, SD 57747

Re: CodeRED® notification system

Commissioners:

After speaking with OnSolve LLC, the parent company for CodeRED, I have learned that their privacy policy is such that they do not use the information provided to them for any other purpose than the CodeRED notification process. As such, I no longer have any reservations regarding the contract between Fall River County and CodeRED.

My suggestion for the specific wording of the County privacy policy, should you approve same, will be:

Information provided to Fall River County will be used by Fall River County for no purpose other than official county business, which shall include creating a database for sending out notifications through the CodeRED® notification system. No information provided to Fall River County will be given, sold or traded to any outside person or entity by Fall River County, for any purpose other than official county business only, including that of providing phone numbers to OnSolve LLC, the parent company for the CodeRED® notification system, for the purpose of sending out emergency notifications and/or other official non-emergency notifications of Fall River County.

Please contact me with any questions.

Sincerely,

*Brian T. Ahrendt*



ONSOLVE™  
SERVICE AGREEMENT

CodeRED®

Unlimited Emergency System Minutes  
Unlimited SMS Texts

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of the last date signed on Exhibit B (the "Effective Date").

**SERVICE ORDER**

<b>Provider Information:</b> ("Provider")	<b>Provider Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Provider Address:</b>	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
<b>Customer Information:</b> ("Customer")	<b>Customer Name:</b> <b>Entity Type:</b> <b>State of Incorporation:</b> <b>Customer Address:</b>  <b>Business Contact/Title:</b> <b>Phone:</b> <b>Email:</b>	Fall River County Board of Commissioners body politic South Dakota 906 N. River Street Hot Springs, SD 57747 Joe Falkenburg/Chairman (605) 745-5130 jfalkenburg@gwtc.net

*Please complete below if the Primary User is different from the Business Contact*

**Primary User Name:**

**Phone:**

**Email:**

*Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address.*

**Customer Invoice Name:**

**Attention:**

**Address:**

**City, State, Zip:**

**Phone:**

**Email:**

Preferred method of receiving invoices:  Email  US Mail

**DETAILED SERVICE DESCRIPTION**

Initial Term (commencing on Effective Date)	One (1) Year
Renewal Term(s)	One (1) Year
<b>CodeRED On-Demand Notification Service – Unlimited Emergency - System Minutes – Unlimited SMS Texts</b>	
Annual Notification Subscription Fee:	\$2,800.00
<b>Additional Features</b>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual CodeRED Weather Warning® Subscription Fee:	Included
<b>Annual Cost for all Additional Features:</b>	Included
<b>Initial Term Subtotal:</b>	<b>\$2,800.00</b>

*All amounts are stated in United States Dollars unless specifically indicated otherwise.*

- GIS (Target Recipients by Geographic Location): **Fall River County, South Dakota (the "Notification Area")**
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for **Emergency** Notifications sent via phone. Emergency means immediate threat to life and/or property.
- Annual Notification Subscription Fee includes **6,300** Message Units per year for non-Emergency Notifications sent via phone. Unused Message Units do not carry over year to year.
- Annual Notification Subscription Fee includes unlimited Notifications sent via email or **SMS** Text.
- Use that exceeds the included Message Units will be billed at **\$0.40** per Message Unit in blocks of **630** Message Units.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

**ATTACHMENTS:** EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: FALL RIVER COUNTY BOARD OF COMMISSIONERS, SOUTH DAKOTA

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

## EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

**Description of On-Demand Notification Service:** The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

**Description of Service.** With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B. Message Units used will be deducted from Customer's Non-Emergency Message Units unless Customer designates the Notification as an Emergency in the Service. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify as an Emergency.
- **Unlimited messaging via SMS-based messages, email and to the CodeRED Mobile Alert App.**
- **500** Message Units for testing. Message Units used for testing are deducted from Customer's Message Units. Customer may request reimbursement of testing Message Units with notice to Provider within sixty (60) days from testing. Provider has the final right, with reasonable discretion, to determine whether the Message Units qualify for testing.
- "Message Unit" or "System Minute" means sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
- "SMS Text" means SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple texts.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

**Contact List Maintenance.** Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

**Customer Support.** Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

**Training.** All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and

- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

**Support Documentation.** Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

**Description of Additional Features.** Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

**Exhibit B**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS.**

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

**2. SCOPE OF THE SERVICE.**

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, [www.onsolve.com/privacy-statement](http://www.onsolve.com/privacy-statement). Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

### 3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

### 4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

### 5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability



for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

## 6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

## 7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

## 9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

## 10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: FALL RIVER COUNTY BOARD OF COMMISSIONERS, SOUTH DAKOTA

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

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

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

Executed for Exhibits B and C

**EXHIBIT C**  
**ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.



March 11, 2019

Sue Ganje  
County Auditor  
P.O. Box 939  
Hot Springs, SD 57747

Dear Sue:

Thank you for sending me the Application to Occupy the County Right-of-Way.

Enclosed are two (2) completed permits to allow Golden West to occupy county right-of-way. Golden West is placing fiber optic cable to replace the existing copper plant. The cable will be placed by means of trenching and directional drilling.

If you have any questions, feel free to give me a call at (406) 945-1639 or email me at [Tvelk@yahoo.com](mailto:Tvelk@yahoo.com). Thank you.

Sincerely,

Heberly and Associates,

Travis Velk  
TV:tl

Enclosures

**APPLICATION FOR PERMIT TO OCCUPY COUNTY HIGHWAY RIGHT-OF- WAY**

**TO: THE BOARD OF COUNTY COMMISSIONERS**

**DATE: 3/8/19 FALL RIVER COUNTY, Hot Springs, SOUTH DAKOTA**

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: Intersection of Badger Clark Road and Evans Street  
To: Intersection of Badger Clark Road and US Highway 18.

**AERIAL FACILITIES:** Location, type and size of the proposed line and anchors with respect to the center line of the road or outer edge of the right-of-way and location of crossings showing any right-of-way are shown on Exhibit "A" (Sketch) attached.

**UNDERGROUND FACILITIES:** A sketch showing the approximate route and location of the proposed facility for which a permit is hereby requested is attached as Exhibit "A" and made a part hereof.

The following information is pertinent to the proposed installation:

1. Intended usage or rating: Fiber Optic Telephone and Cable TV Service
2. Pipe size, cable size and type: 1.25" and 1" HDPE Duct with Fiber Optic Cable within
3. Outside diameter: 1.5" & 1.25" OD respectively
4. Maximum pressure at which pipeline will be operated: N/A
5. Size and Type of metal casing: N/A
6. Minimum depth of cable or pipeline: 32"
7. Casing will be installed by minimum size boring and will extend from toe of in-slope to toe of in-slope.
8. This Installation will comply with the most recently adopted ASA, Code for Gas Transmission and Distribution Pipe systems or the National Safety Code. Marker sign(s) will be installed where appropriate.

The installation and maintenance of said utility facilities will not interfere with or impair construction, maintenance or use of any highway and will comply with all safety regulations of the State and Federal Government. When trenching is done on County R.O.W. the trenches must be tamped to avoid any settlement.

Future adjustments and maintenance will be in accordance with State and Federal Laws and Regulations and will be performed at no cost to the County or the Federal Government.

APPROVED \_\_\_\_\_ 20 \_\_\_\_\_

County Chairman

County Auditor

SUBMITTED March 8, 2019

*Travis Velk*

By Travis Velk

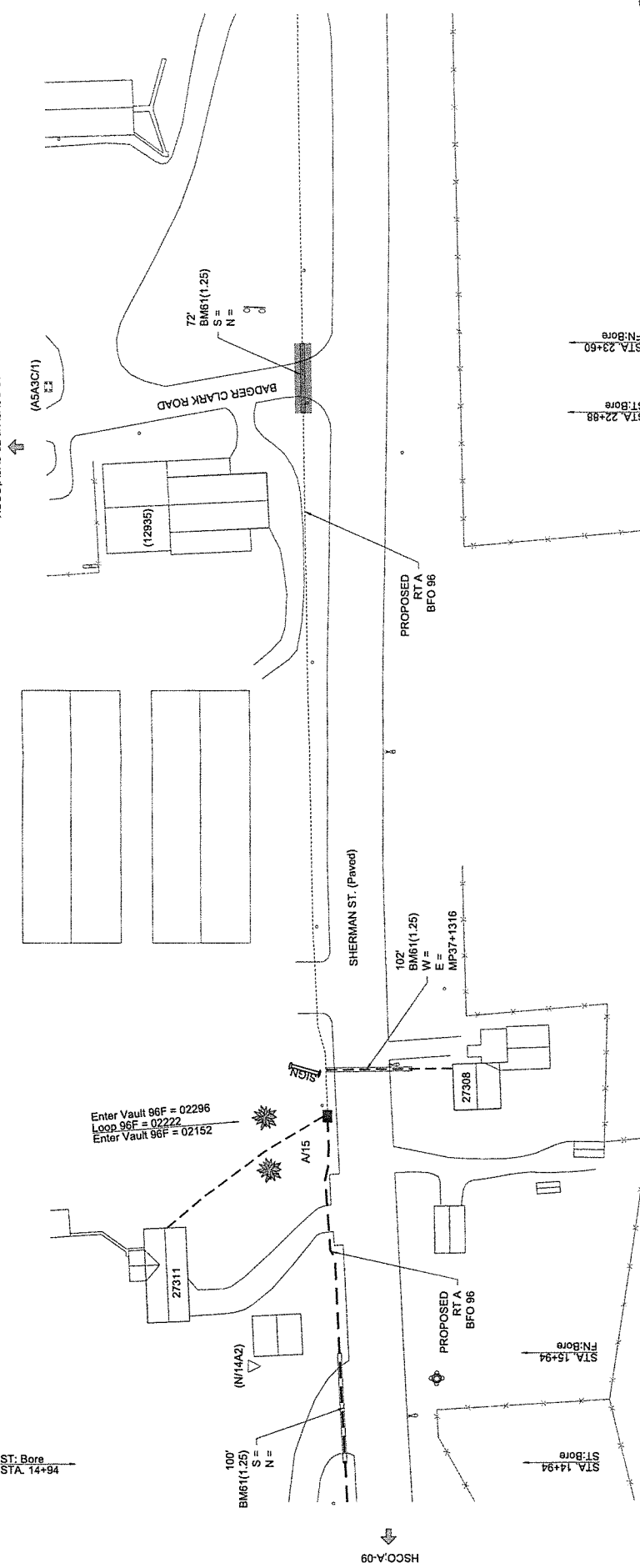
Field Engineer

Title

HSCOA5A3-02 & A5A3C-01

ST. Bore  
STA. 14+94

HSCOA-11



State: South Dakota  
County: Fall River  
Range: 5E  
Twp: ZS

From	To	PType	Units	Feet	BM	Remarks
(HTSP CO. A14)	HTSP CO. A15	BHF(30x48x36)TL	BFO 96	882	2(G)9(6)	1
(HTSP CO. A15)	HTSP CO. A15		V(11.25)E(48)	742	61(1.25)	100

As Staked  
Golden West  
Telecommunications  
Name: HSCOA-11  
WO: Ed Spinas L20001.Pha  
Exch: Bof. Subdiv  
Route: A  
ROW:

Staked By:	TJV	Date:	S/BRT
Revised By:		Date:	
Revised By:		Date:	
Revised By:		Date:	
As Built By:		Date:	

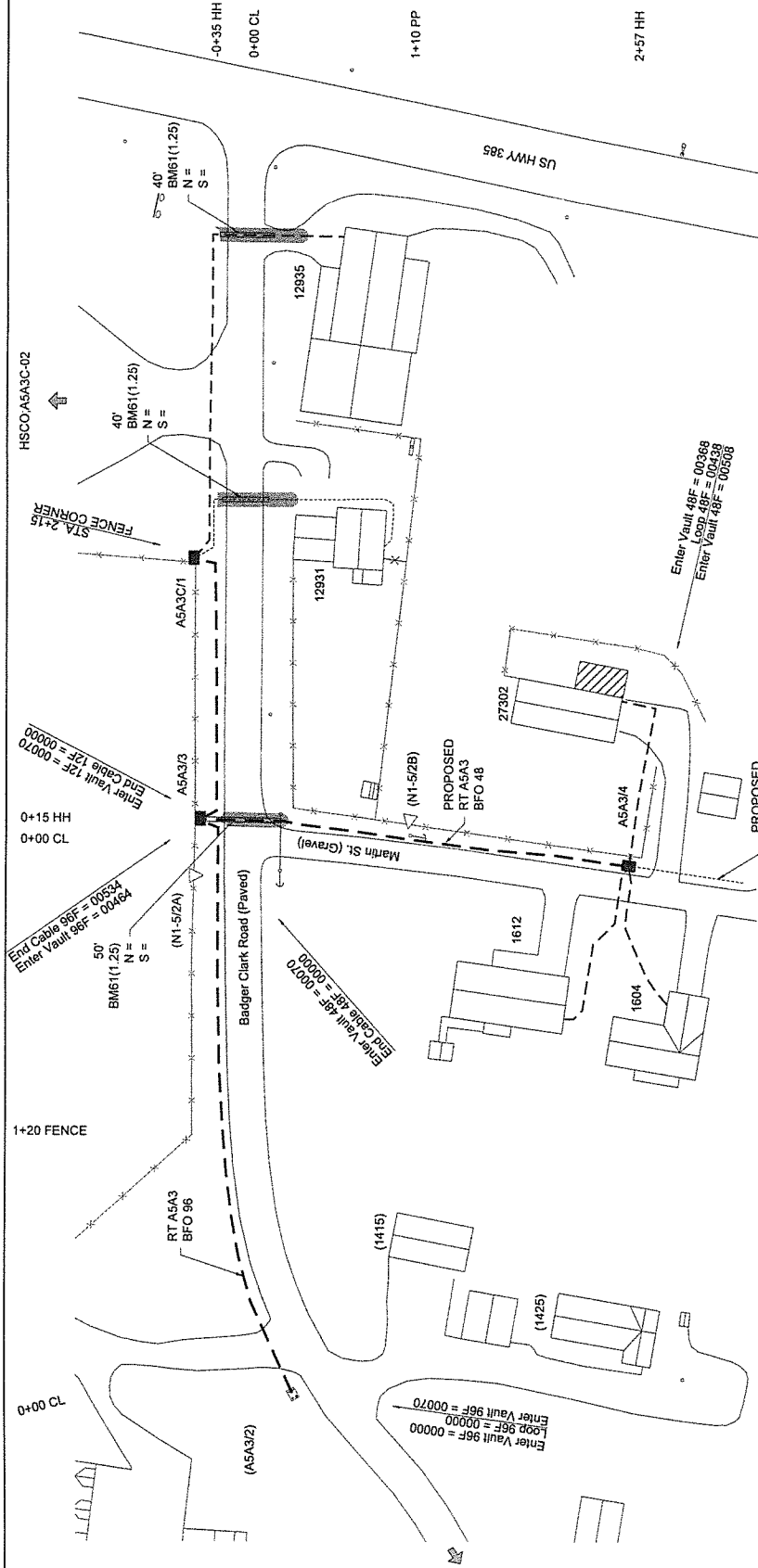
Scale: 1" = 75'

Sheet 10 of 14

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.



State: South Dakota  
 County: Fall River  
 Range: 5E  
 Twp: 7S



From	To	P Type	Units	Feet	BM	HBFO	HO	NID	Remarks
HTSP CO: A5A3/2	HTSP CO: A5A3/3	BHF(24x36x30)TL	BFO 961 V(1)(1.25)	534 394	2(5/8)(8)	1	(96)(48)(12)	1 36	
HTSP CO: A5A3/3	HTSP CO: A5A3/4	BHF(24x36x30)TL	BFO 481 V(1)(1.25)	438 288	2(5/8)(8) 6(1)(2.5)	1	(2-48)(3-2)	1 3	
HTSP CO: A5A3/4	1612	SEO 2(0)-300	SEBV(1)(1.25)	1	83	1		(ONT)	1612 Martin St-194'
HTSP CO: A5A3/4	1604	SEO 2(0)-300	SEBV(1)(1.25)	108				(ONT)	1604 Martin St-192'
HTSP CO: A5A3/4	27302	BHF(24x36x30)TL	BFO 121 V(1)(1.25)	360 220	2(5/8)(8)	1	(12)(3-2)	1 3	
HTSP CO: A5A3/4	27302	BHF(24x36x30)TL	BFO 121 V(1)(1.25)	360 220	2(5/8)(8)	1	(12)(3-2)	1 3	

As Staked  
 Golden West  
 Telegraph Co.  
 Name: Golden West  
 WO: 27302  
 Each: 1612 Martin St-194'  
 Route: A5A3 & A5A3C  
 ROW:  
 Staked By: MKM Date: 5/19/18  
 Revised By: Date:   
 Revised By: Date:   
 Revised By: Date:   
 Plowed By: Date:   
 As Built By: Date:   
 Scale: 1" = 75'

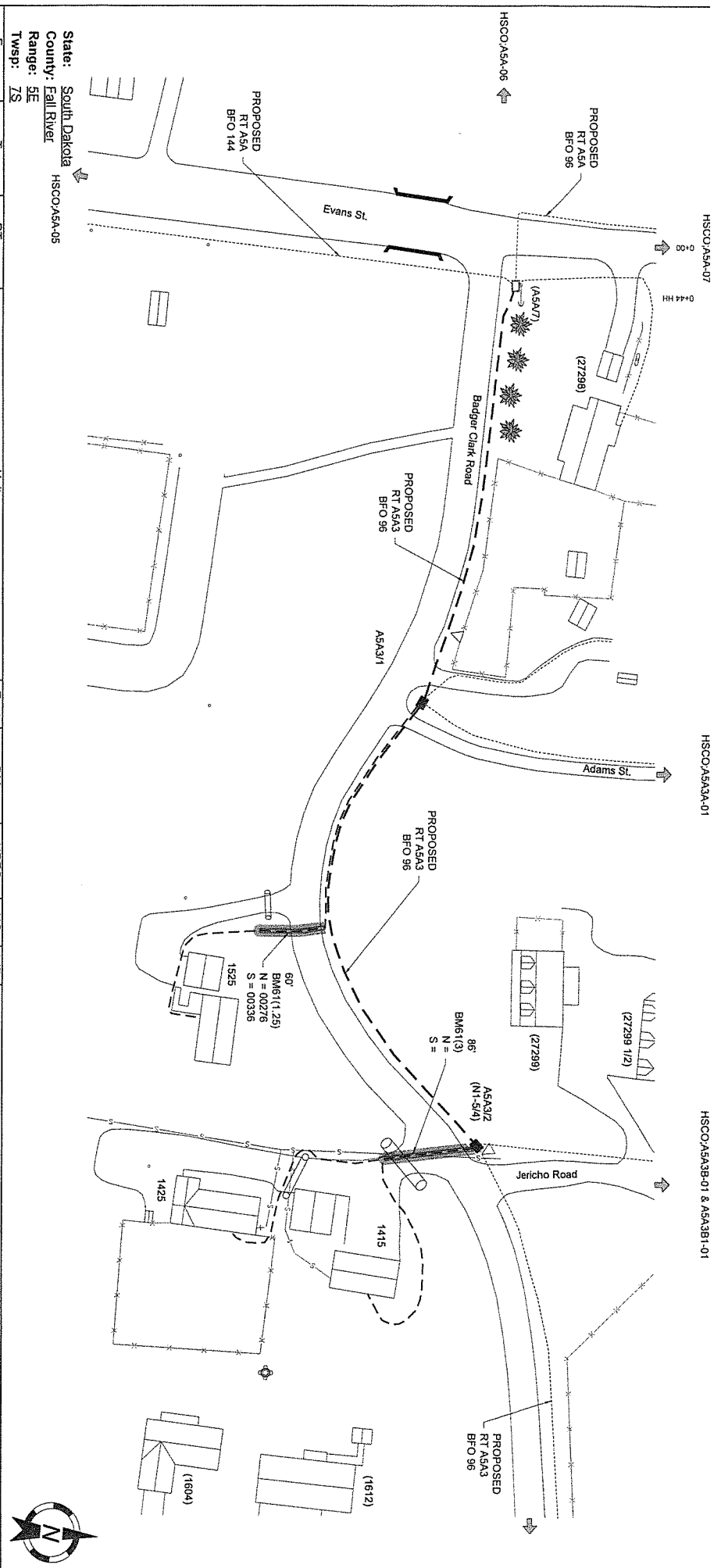
HSCO-A5A3-01

HSCO-A5A3-03

HSCO-A-10

PLANNED ENGINEERING & SURVEYING, LLC 1000 W. WYOMING AVE. SUITE 200, DENVER, CO 80202





State: South Dakota  
 County: Fall River  
 Range: SE  
 Twsp: ZS

From	To	PType	Units	Feet	BM	HBFO	HO	NID	Remarks	
HTSP CO: A5A3/1	HTSP CO: A5A3/1	BHF(30x4x39)TL	BFO 961	460	2(5/8)(8)	1	(2-96)(12)(2-2)	1	11	
HTSP CO: A5A3/1	HTSP CO: A5A3/1		V(1)(1.25)	320						
HTSP CO: A5A3/1	HTSP CO: A5A3/1		SEO 2(0)-250	1	6(1)(.25)	1			(ONT)	1525 Badger Clark Rd-576
HTSP CO: A5A3/1	HTSP CO: A5A3/1		SEBV(1)(1.25)	490	83	1				
HTSP CO: A5A3/1	HTSP CO: A5A3/2	BHF(30x4x39)TL	BFO 961	560	2(5/8)(8)	1	(2-96)(24)(2-2)	1	24	
HTSP CO: A5A3/2	HTSP CO: A5A3/2		V(1)(1.25)	420						
HTSP CO: A5A3/2	HTSP CO: A5A3/2		SEO 2(0)-500	1	83	1			(ONT)	1415 Badger Clark Rd-362
HTSP CO: A5A3/2	HTSP CO: A5A3/2		SEBV(1)(1.25)	276						
HTSP CO: A5A3/2	HTSP CO: A5A3/2		SEO 2(0)-500	1	6(1)(.25)	1			(ONT)	1425 Badger Clark Rd-334
HTSP CO: A5A3/2	HTSP CO: A5A3/2		SEBV(1)(1.25)	248	83	1				Dog Bites

CAUTION: BURIED FACILITIES MAY BE PRESENT. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR LOCATING PRIOR TO CONSTRUCTION.

**As Staked**  
 Golden West  
 Telecommunications  
 HSCO/A5A3-01  
 Hot Springs 120001 Phase  
 W/O:  
 Each:  
 Route:  
 ROW:

Staked By: TJV Date: 8/10/11  
 Revised By: Date:   
 Revised By: Date:   
 Pinned By: Date:   
 As Built By: Date:   
 Scale: 1" = 25'

Sheet 1 of 5

AGREEMENT NUMBER \_\_\_\_\_

AN AGREEMENT TO PROVIDE FOR  
THE STRIPING AND CONTINUING MAINTENANCE OF  
COUNTY ROADS WITHIN FALL RIVER COUNTY

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and FALL RIVER County, South Dakota, referred to in this Agreement as the "COUNTY."

**BACKGROUND:**

1. The STATE has allocated Five Hundred Thousand Dollars (\$500,000) to a state-wide county highway striping project, designated as project number P 000S(00)219, PCN 04LU, and referred to in this Agreement as the "PROJECT." STATE funds will pay sixty percent (60%) of the PROJECT costs, up to a maximum amount of Five Hundred Thousand Dollars (\$500,000). Counties participating in the PROJECT will pay the remainder of the PROJECT costs with county funds; and
2. The COUNTY wants to participate in the PROJECT for the striping of approximately 15.50 miles of COUNTY roads at an estimated cost shown on the attached Schedule A.

**THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:**

A. The STATE will perform the following activities:

1. The STATE will prepare plans, advertise the PROJECT for bids, award a contract to the lowest responsible bidder, and administer construction of the PROJECT.
2. The STATE will bill the COUNTY for the COUNTY'S forty percent (40%) share of the program limit, together with one hundred percent (100%) of any amount over the program limit, as set out in the estimate in the attached Schedule A.

B. The COUNTY will perform the following activities:

1. The COUNTY will sweep roadways to be striped in advance of the contractor's operations.
2. The COUNTY will provide the PROJECT inspection.
3. The COUNTY will insure that the beginning and ending of each no passing zone is marked, in a manner clearly visible from the driving lane, with a "NO PASSING ZONE" sign (W14-3), a "DO NOT PASS" sign (R4-1), a "PASS WITH CARE" sign (R4-2), or a 9' steel channel post driven 3.5' to 4' near the right-of-way line with the top 2' painted yellow. If any no passing zone needs to be established or re-established, the COUNTY will do so at the COUNTY'S own expense.
4. The COUNTY will pay actual PROJECT costs upon receipt of billing from the STATE, based on the COUNTY'S forty percent (40%) share of the program limit, together with one hundred percent (100%) of any amount over the program limit, as set out in the estimate in the attached Schedule A.

C. General Conditions:

1. Costs associated with the PROJECT are preliminary engineering, construction engineering, and construction costs.

2. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and will be signed by an authorized representative of each of the parties.
3. The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
4. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature does not appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
5. This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into this Agreement.
6. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the County Commission Chairperson is attached to this Agreement as Exhibit M.

The STATE and the COUNTY signify their agreement by signatures affixed below.

FALL RIVER County, South Dakota

State of South Dakota  
Department of Transportation

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

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

Its: County Commission Chairperson

Its: Program Manager  
Office of Administration

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

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

Attest:

\_\_\_\_\_  
County Auditor/Clerk

[County Seal]

AGREEMENT NUMBER \_\_\_\_\_

**SCHEDULE A**

The COUNTY will be included in the PROJECT for the striping of approximately 15.50 miles of FALL RIVER COUNTY roads at an estimated cost of \$12,884.49, based on this year's estimates. This year's STATE contribution is Five Hundred Thousand Dollars (\$500,000.00). Combined with the participating COUNTY contributions of Three Hundred Thirty-three Thousand, Three Hundred Thirty-three Dollars (\$333,333.00) the total funding amount for the 2019 Striping Program is Eight Hundred Thirty-three Thousand, Three Hundred Thirty-three Dollars (\$833,333.00).

The funding breakdown is as follows:

Estimated Total Cost Striping Requested by the COUNTY	\$12,884.49
Program Limit (COUNTY'S Share of \$833,333.00)	\$4,815.46
STATE'S Share of Program Limit (60%)	\$2,889.27
COUNTY'S Share of Program Limit (40%)	\$1,926.18
COUNTY'S Amount over Limit (100%)	\$8,069.03
Total of COUNTY'S Share of the PROJECT costs	\$9,995.22

**SALES QUOTATION**



597 7th St E  
 Saint Paul, MN  
 55130  
 t : (651) 774-5985  
 f : (651) 774-7156  
 e : info@statesupply.com

Customer Number : C107900  
 Quote Number : 622619  
 Quote Date : 03/28/2019  
 PO Number : N/A

**Billing Contact**

FALL RIVER COUNTY  
 906 N RIVER ST  
 HOT SPRINGS, SD 57747

**Shipping Address**

FALL RIVER COUNTY  
 ATTN: LYLE JENSEN  
 906 N RIVER ST  
 HOT SPRINGS, SD 57747

**Shipping Method**

UPS GROUND

**Sales Contact**

JOSH REDDING  
 651-774-5985 x109  
 JREDDING@STATESUPPLY.COM

Description	Qty	UoM	Price	Total
HOFFMAN RECEIVER DT0420	1	EA	2,060.71	2,060.71
SKU: SPPMP6				

Subtotal : 2,060.71  
 \*Shipping Estimate : PENDING  
 Tax : \$0.00  
 Total : **\$2,060.71**

*NOTE: All SKU's beginning with "SP" are special order, non-returnable items.*

\*all orders subject to freight charges.



Account #: FAR009

Quote ID: QUO-08196-V7P2N1

March 29, 2019

To:
Lyle Jensen
Fall River County
906 N River St
Hot Springs, SD 57747
Phone: (605) 745-5144
Email: lylefrc@gmail.com

From:
Pamela Renee
Garon Products, Inc.
PO Box 1924
Wall, NJ 07719-5380
800-631-5380
prenee@garonproducts.com

Dear Lyle,

Thank you for your interest in Garon Products Inc. We are pleased to submit the quotation you requested based on the information you provided. When you are ready to order, fill in and return all pages of this quote to customercare@garonproducts.com or 732-223-2002 (fax), Garon Products Inc. We will expedite your order. For faster service, use a credit card.

[X] If this box is checked, this is a custom order. See CUSTOM ORDER TERMS below.

Table with 7 columns: Item No., Product Name, Color, Custom Length (inches), Price/Inch, Quantity, Line Item Total. Includes a summary section for Total Tax, Freight Amt, and Total.

Specify Side Edge Style: [X] Beveled [ ] Straight

Specify Nosing: [X] Safety Yellow View Line [ ] Standard

Customer Initial



March 7, 2019

Fall River County (Museum)  
County Commissioners  
PO Box 939  
Hot Springs, SD 57747

Dear County Commissioners,

Golden West Telecommunications of Wall, South Dakota, who provides telecommunications service in the Fall River County areas, is in the process of obtaining right-of-way easement for new buried fiber optic telecommunications cables to serve residents in the Hot Springs, South Dakota service area. The new cable construction is to replace the existing copper cables with new, state of the art, fiber optic cables. The new fiber cable will provide for new and upgraded services.

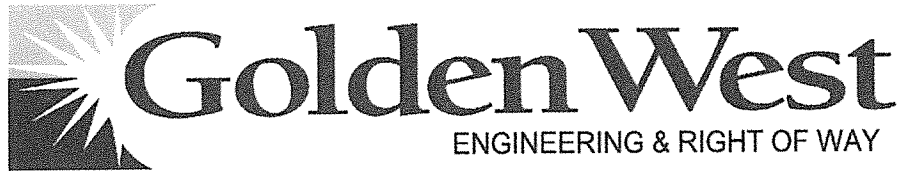
The proposed buried cable has been designed to be buried with a cable plow train without excavation. The plow slot will be closed with a pack cat following the cable plow. The cable has been proposed to be buried in the private right-of-way, at a minimum depth of 36 inches.

Enclosed is a telecommunications right-of-way easement form identifying your property and the location of the proposed buried cable. Please sign as landowner, where indicated, in the witness of a notary public and return the signed, notarized easement form to Heberly & Associates in the self-addressed, stamped envelope provided. Also enclosed is a town information form. Please complete the form and return with your easement. The additional copy is for you to keep for your records.

Golden West thanks you in advance for your consideration in this project. If you have any questions, please feel free to call me at 406-265-6741.

Sincerely,

Travis Velk  
Field Engineer  
Heberly & Associates  
On behalf of Golden West Telecommunications



*Information Form*

Fall River County (Museum),

Lots one (1), two (2), three (3), four (4), five (5) & six (6) Block 20, City of Hot Springs, Fall River County, South Dakota

Route	Sheet
<u>C4D1</u>	<u>1</u>

Please provide us with the following information regarding your contact information. In the event someone rents the home from you, please provide their contact information as well.

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

Best time to call: \_\_\_\_\_

Renter's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

Best time to call: \_\_\_\_\_

Notes:

PLEASE RETURN THIS FORM WITH YOUR EASEMENT

Hot Springs;C4D1-1;66



This Instrument was prepared by:

Heberly & Associates on behalf of  
Golden West Telecommunications  
PO Box 411  
Wall, SD 57790  
Phone 605-279-2161

## EASEMENT

**Fall River County (Museum)** \_\_\_\_\_,

the Grantor(s), do(es) hereby grant and convey to Golden West Telecommunications Coop Inc. (Grantee) whose address is 415 Crown Street, Wall SD 57790 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such underground telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

**Lots one (1), two (2), three (3), four (4), five (5) & six (6) Block 20, of the Original town, now City, of Hot Springs, Fall River County, South Dakota**

**Described as an easement 10 feet in width, lying east of and bordering the established right-of-way of North Chicago Street through property in said lots one (1), two (2), three (3), four (4) and five (5), as previously described. Final placement of cable shall determine exact location of easement.**

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor and their Tenant shall be held harmless if facilities are accidentally damaged while performing generally accepted property maintenance by the Grantor or their Tenant as long as facilities are located per South Dakota state One Call laws. Said hold harmless does not extend to contractors hired by Grantor or Grantee.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The Grantor warrants that he/she/they is/are the legal owner(s) of said property and has/have the right to enter into this agreement.

Both parties agree that the covenants and promises contained herein are good and sufficient consideration for their respective obligations required hereunder.

IN WITNESS WHEREOF, Grantor has executed this easement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Name:Title)

\_\_\_\_\_  
(Name:Title)



DATE

ACKNOWLEDGEMENT

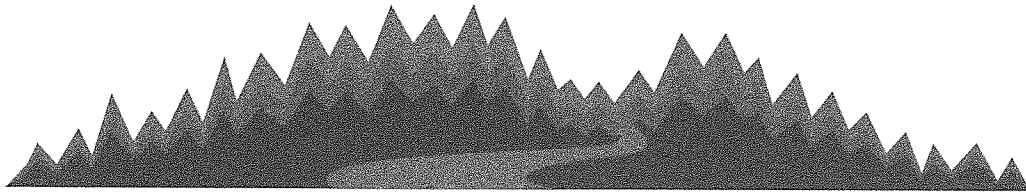
STATE OF South Dakota

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



## Black Hills Regional Multiple Use Coalition

P.O. Box 9496 • Rapid City, SD 57709 • 605-341-0875 • Fax 605-341-8651

March 15, 2019

TO: BOARD OF DIRECTORS

SUBJECT: MEETING NOTICE

The next Black Hills Regional Multiple Use Coalition, Board of Directors meeting will be March 22<sup>nd</sup> at 4:00 pm at the Spearfish Holiday Inn. The draft minutes from the February 22<sup>nd</sup> Board of Directors meeting are attached for your review.

The tentative agenda items are:

- Our guest speaker will be David Hartley. Mr. Hartley is a Patrol Captain for the US Forest Service, covering the Black Hills, Shoshone, Bighorn, and Nebraska National Forests/Grasslands.
- Review Black Hills NF Letter
- Plan topics for next meetings with BHNF Supervisor Mark VanEvery and Nebraska NF Supervisor Jack Isaacs.
- Directors' Round Robin

Please feel free to call me at 605-341-0875 if you have any questions or comments.

Ben Wudtke  
Executive Secretary

## **Black Hills Multiple Use Coalition- February 22, 2019**

The February meeting of the board of directors of BHRMUC was called to order at 4:00 pm at the Holiday Inn in Spearfish, SD. Those in attendance were Patty Brown (ORA), Butch Oien (SD ATV/UTV), Richard Sleep (Lawrence Co Commission), Hugh Thompson & Pam Thompson (WYFB), David Malone (Rancher), Don Hausle (BHRC&D), Ben Wudtke (BHFRA), James Halverson (SDSGA), Scott Edoff (SDSGA), Frank Bloom (SD Public Lands Counsel), Eric Jennings (BH Cattlemen), Druse Kellogg (BHWIT), and Matt Lottes (NTC).

-----  
Branding issues discussed:

- Many are not branding calves
- State brand laws only pertinent to branded livestock
- Buffalo show up on allotments with no proof of ownership
- USFS and BLM regulations require branding as proof of ownership for livestock on federal allotments...state regulations do not require a brand for proof of ownership
- If bison are "owned", then owners should prove cleanliness of the herd and be responsible for disease?
- Regarding the "Adopt a Buffalo" program and the obscurity of ownership, how does one know an adopted buffalo won't become somebody's assumed livestock?

-----  
Motion to approve minutes from previous meeting passed.

*Treasurer's Report:*

*\$200 IN, \$193.01 OUT (Holiday Inn & reimbursement to Ben for PO Box)*

*Balance as of 2/22/19: \$15,434.25*

Discussion of disease spread from wolves: can transfer to dogs through interbreeding, may transfer to livestock via tapeworms. Wolf reintroductions and lack of managing the reintroduced populations may lead to disease transfer.

We hope to organize a public informational meeting in Rapid City regarding wolves. James Halverson says he has two good contacts for possible speakers at the event.

Ben is planning to draft a letter to the BBNF regarding OHV trail use and the need of writing tickets for trail misuse. The current trail ranger program in the hills is not affiliated with the LEO and does not intend to issue tickets, but rather to educate trail users through on-the-ground conversation. Trail/road damage impacts timber sale costs (money spent on road repair could be mitigated through ticketing system).

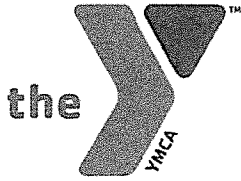
Round Robin:

Page 1 and 14 to be changed in the coloring book. Let Ben know if you would like any member information included on the last page.

50" vs 62" trail system: most states have a 50" state regulated width restriction on vehicles for trail use. SD does not have a state regulation on width (no state trail funding), and BBNF trail gates accommodate 62" wide vehicles. Wider/bigger vehicles on trails is thought to lead to more trail damage.

Meeting adjourned at 6:00 pm

Minutes by Matt Lottes



LETTER OF RECEIPT

FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

March 11, 2019

Fall River County Commissioners  
906 N River  
Hot Springs, SD 57747

Dear Commissioners,

First, thank you for your donation to the Edgemont YMCA! You and others like you are helping us continue our mission of putting Christian principles into practice through programs that build healthy spirit, mind and body for all. But what does that mean exactly?

It means you are providing a child (or children) the opportunity to participate in programs such as Kidstop – our afterschool program, which offers a safe and fun learning environment to help children build strong character and grow our community. Throughout the year, they have the opportunity to participate in sports programs such as cheerleading, basketball, and soccer. As we look forward to summer, children are able to spend time at the swimming pool and/or attend our summer camp program.

Second, I would like to thank you for welcoming me in to this community with arms wide open! I am looking forward to 2019 and no longer being the “new kid”. I love being a part of what is happening in Edgemont and am anxious to see what the future holds in store for the Edgemont YMCA.

Thank you again for your generosity and for making Edgemont the mighty (but small) community that it is.

Yours truly,

Kelsey Babb  
Director

Receipt #: 13231  
Amount: \$1,500.00

The Edgemont Branch of the  
YMCA of Rapid City formally acknowledges that  
You received no goods or services in exchange  
for this gift.

Please retain this letter of receipt for your records.

  
*Thank You*

EDGEMONT YMCA

715 D Street  
PO Box 29  
Edgemont, SD 57735

605-662-7254  
www.rcymca.org

