

FALL RIVER COUNTY UNAPPROVED MINUTES OF NOVEMBER 16, 2023

The Fall River Board of County Commissioners met in regular session on November 16, 2023. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

The Pledge of Allegiance was given, and the meeting was called to order at 9:00 a.m.

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcounties.org>, or on Facebook, on the Fall River County's website.

Motion made by Allen, seconded by Russell, to approve the agenda as written.

Motion made by Russell, seconded by Allen, to approve the minutes of the County Commissioners for November 2, 2023.

Motion made by Russell, seconded by Allen, to approve the Auditor's Account with the Treasurer for October 2023 as follows:

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF FALL RIVER COUNTY COMMISSIONERS:

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 31st day of October 2023.

Total Amount of Deposit in First Interstate Bank,

HS: \$ 3,928,582.57

Total Amount of Cash: \$ 713.90

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

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 94,699.83

SAVINGS:

#4) First Interstate Bank, HS: \$ 1,244,609.60

CERTIFICATES OF DEPOSIT:

#8) Black Hills Federal Credit Union, HS: \$ 250,000.00

#14) Schwab Treasury: \$ 95,801.18

#15) First National Bank, Lead: \$ 321,631.87

#21) Schwab Treasury 2 Yr: \$ 270,355.00

#22) Schwab Treasury 2 Yr: \$ 980,817.19

#23) Schwab Treasury 2 Yr: \$ 982,968.75

#24) Schwab Treasury 2 Yr: \$ 2,065,679.69

#25) Schwab Treasury 3 Yr: \$ 1,931,562.50

#26) Schwab Treasury 4 Yr: \$ 1,012,995.94

#27) Schwab Treasury 2 Yr: \$ 978,047.66

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:		
Hannah Thomas	\$	426.01
Lewis, Harold/ Carole	\$	557.77
TOTAL	\$	14,160,884.46

Dated This 31st Day of October 2023.

/S/ Sue Ganje

Sue Ganje, County Auditor of
of Fall River County

County Monies	\$	11,452,244.98
Held for other Entities	\$	2,385,663.19
Held in Trust	\$	322,976.29
TOTAL	\$	14,160,884.46

/S/ Teresa Pullen
Teresa Pullen, County
Treasurer
of Fall River County

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

Motion made by Greenough, seconded by Russell, to set a Supplement and Contingency Hearing for December 7, 2023 at 9:30 a.m.

Motion made by Russell, seconded by Greenough, to set the year end Commissioner meeting for December 28, 2023 at 9:00 a.m.

Motion made by Greenough, seconded by Allen, to approve the removal of a deceased individual with a County lien, 4th batch, as follows:

RECEIPT	DOD	BALANCE	ST
Badger, Charles Jr	6/25/2020	\$2,991.44	SD
Total		\$2,991.44	
RELEASED PER COMMISSIONERS MEETING MINUTES OF <u>11/16/2023</u>			
<u>/S/ Sue Ganje</u>			
SUE GANJE, FALL RIVER COUNTY AUDITOR			

Sheriff Lyle Norton, met with the Board to provide the following jail count: 11 inmates, 8 male and 3 females. Falkenburg noted that he would like to see more State Highway Patrol on the State Highways and have the County patrolling more of the County Roads. He asked that Norton request more State Highway Patrol support in our area.

Frank Maynard, Emergency Manager, met with the Board.

Motion made by Allen, seconded by Russell, to approve travel for Gary Baker, Assistant Emergency Manager, to attend the Bovine Emergency Response Plan & Training.

Maynard gave a report from the Safety Benefits Conference held in Pierre that he attended and provided updates on fires and incidents. Maynard also noted that the UPS Battery Back-up System was in Rapid City and ready to be installed. The installation will need to be coordinated. Greenough asked if Maynard had received a better map of the repeater towers coverage areas.

The Commissioners discussed the requested contribution of \$13,690.14 in support of the National Center for Public Lands. State’s Attorney Russell was asked to explain the functions of the requester. He explained that they lobby for PILT monies for counties, etc.

Motion made by Greenough, seconded by Allen to bring back the request mentioned above at a future meeting after more information has been obtained.

Motion made by Greenough, seconded by Allen, to approve, sign and send the letter of support for the Right to Keep and Bear Arms as a Constitutional Amendment.

Motion to made by Russell, seconded by Allen to approve, sign and send the letter of support for the State DOT to take action to make the US Highway 18/385 and SD Highway 79 intersection safer. After some discussion regarding some of the wording, all voted no.

Motion made by Cope, seconded by Greenough to table the signing of a letter of support for the State DOT to take action to make the US Highway 18/385 and SD Highway 79 intersection. to include wording that the Board would like correspondence with the SD DOT prior to final approval of any action at the intersection.

Sue Ganje, Auditor, met with the Board. Lastly, she presented the Sub-Recipient Agreement between FR County and SD Dept of Health-WIC services.

Motion made by Russell, seconded by Allen, to approve and sign the revised Pay 2024 Tax Levies Resolution. With Allen, Falkenburg and Russell voting yes, Cope and Greenough voting no, motion carried as follows:

Appendix D4: Adopted Budget Levies & Resolution
ANNUAL BUDGET FOR FALL RIVER COUNTY, SD
 For the Year January 1, 2024 to December 31, 2024

Tax Levy in	Dollars	\$/s/1,000
COUNTY TAX LEVIES		
WITHIN LIMITED LEVY:		
* General County Purposes (10-12-9)	3,394,669.00	3.027
Library	8,693.00	0.011
LIMITED LEVY (10-12-21) - SUB TOTAL		
OUTSIDE LIMITED LEVY:	3,403,362.00	3.038
County Snow Removal Fund (34-5-2)		
County Road and Bridge (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)	143,951.00	0.128
Bond Interest Sinking (7-24-18)		

RESOLUTION

ADOPTION OF ANNUAL BUDGET FOR FALL RIVER County, South Dakota

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and,

Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and

Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, elimination's and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations, amounts, estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE

Ag Building (7-27-1)		
UNLIMITED LEVY - SUB TOTAL	143,951.00	0.128
LIMITED AND UNLIMITED LEVY - SUB-TOTAL	3,547,313.00	3.166
OTHER SPECIAL LEVIES		
Secondary Road (Unorg. PT-76) (31-12-27)	324,339.00	0.571
Fire Protection (34-31-3)	1,256.00	0.139
TOTAL TAXES LEVIED BY COUNTY	3,872,908.00	3.876

APPROPRIATION AND EXPENDITURES FOR FALL RIVER County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2024 and ending December 31, 2024 and the same is hereby approved and adopted by the Board of County Commissioners of Fall River County, South Dakota, this 21st day of September, 2023. The Annual Budget so adopted is available for public inspection during normal business hours at the office of the county auditor Fall River, County, South Dakota. The accompanying taxes are levied by Fall River County for the year January 1, 2024 through December 31, 2024.

BOARD OF COUNTY COMMISSIONERS OF Fall River County, South Dakota

- /s/ Joe Falkenburg Chairman
- /s/ Deborah Russell Commissioner
- /s/ Joe Allen Commissioner
- /s/ Les Cope Commissioner
- /s/ Attest Sue Ganje County Auditor

* These Amounts include the 25% to be distributed to cities. As of 09/21/2023 these levies are not approved by the Department of Revenue

Motion made by Allen, seconded by Cope, to transfer \$46,277.74 from the General Fund to the 911 Fund for the purchase of the UPS Battery Back-up System.

Motion made by Allen, seconded by Cope, to postpone any action on the Sub-Recipient Agreement between FR County and SD Dept of Health-WIC Services until someone from the State of SD comes to a meeting to better explain the changes within the Dept. of Health and the agreement.

Greenough also noted that the county should look at increasing the liquor license fee of \$1,400.00 and wine license of \$500.00, and to send a letter to license holders that the costs may increase. The auditor will send a statewide email to see the fees other counties require.

The 2024 Liquor and Wine License renewals hearing took place at 9:30 a.m. Motion made by Greenough, seconded by Allen, to approve the following license renewals:

All 5 Gears LLC	Retail (On Sale)
Stateline Casino	Liquor
30387 Hwy 385	LIC# RL-6193
Oelrichs, SD 57763	
Billie J Besco	Retail (On Sale)
Angostura Den	Liquor

28041 Hwy 385	LIC #RL-6369
Hot Springs, SD 57747	
Billie J Besco	Retail (Off Sale)
Angostura Den	Package – Liquor
28041 Hwy 385	LIC #PL-27818
Hot Springs, SD 57747	
Angostura Resort Management, Inc	Retail (On Sale)
Inferno On the Beach	Liquor - Restaurant
2504 W Main St.	LIC #RR-21197
Rapid City, SD 57702-2424	
Larry Forney	Retail (Off Sale)
Forney's Standard Service	Package – Liquor
PO Box 153	LIC #PL-27777
Oelrichs, SD 57763	
H & H Enterprises	Retail (On-Off Sale)
Coffee Cop Fuel Stop #9	Wine and Cider
27638 US Hwy 385	LIC #RW-19689
Hot Springs, SD 57747	
H&H Enterprises	Retail (On Sale)
Coffee Cup Fuel Stop #9	Liquor
27638 US HWY 385	LIC #RL-6192
Hot Springs SD 57747	
H&H Enterprises	Retail (Off Sale)
Coffee Cup Fuel Stop #9	Package – Liquor
2508 S Carolyn Ave	LIC #PL-27716
Sioux Falls, SD 57106	
TTT Taverns LLC	Retail (On Sale)
Pirates Pub	Liquor
27679 Hwy 385	LIC #RL-5711
Hot Springs, SD 57747-9701	
TTT Taverns LLC	Retail (Off Sale)
Pirates Pub	Liquor
27679 Hwy 385	LIC #PL-2788
Hot Springs, SD 57747-9701	
Rodeo Grounds LLC	Retail (Off Sale)
Rodeo Grounds	Wine & Cider
27631 Hwy 79	LIC #RW-29507
Hot Springs, SD 57747	

Randy Seiler, Highway Superintendent, met with the Board.

Motion made by Greenough, seconded by Allen, to approve the pipeline easement for Dustin and Lindsay Luper under a section line highway (aka Horse Creek Rd) adjacent to the NE1/4SE1/4 of Section 16 in Twp 10S Rng 4E and the NW1/4SW1/4 of Section 15 Twp 10S Rng 4E, BHM, Fall River County, South Dakota.

Motion made by Greenough, seconded by Russell, to deny the approach permit submitted by Joseph A Astin on North Butte Rd, 2/5 mile north of Dead Tree Rd. The motion also addressed removal of illegally

installed approaches (driving through ditches) and to say that the Board will not entertain any future approach permit applications on North Butte Rd.

Motion made by Cope, seconded by Allen, to approve allowing Seiler to donate 140 hours of his Sick Leave to Jay Miles, Heavy Equipment Operator.

Motion made by Russell, seconded by Allen, to approve the hire of Anna Maciejewski as Highway Department Office Manager, starting wage of \$20.00/hr effective November 20, 2023. With Greenough voting no, all others voting yes, motion carried.

Seiler's updates included notifying the Board that the Igloo Project is now signed by landowners and the bid letting will begin in April or May. The Board would like Seiler to draft a letter of appreciation to be sent to Doug Kinniburgh, Local Government Assistance Coordinator for the South Dakota Department of Transportation.

Motion made by Allen, seconded by Russell to pay the following bills:

GENERAL FUND		
AMAZON CAPITAL SERVICES	SUPPLY	\$1,173.97
AUDRA HILL CONSULTING, INC	MI QMHP EVALUATION	\$536.58
CURA HOSPITALITY	INMATE MEALS	\$14,115.27
BAYMONT INN&SUITES PIERRE	HOTEL/4H	\$38.50
BLACK HILLS CHEMICAL	SUPPLY	\$376.97
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$3,805.56
HUB INTERNATIONAL	AIRPLANE INSURANCE	\$990.00
CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$592.83
CENTURY BUSINESS LEASING	COPIER LEASE & USAGE	\$305.76
CHEYENNE SANITATION	SANITATION COLLECTION	\$376.73
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
DIAMOND AUTOMOTIVE	SERVICE	\$1,763.27
ELEVATUS ARCHITECTURE	JUSTICE STUDY	\$4,200.00
EN-TECH LLC	FUMIGATION	\$450.00
ENVIRONMENTAL PRODUCTS	AIR FILTERS	\$248.16
FALL RIVER COUNTY HERALD	PUBLICATION	\$489.43
GALLS	SUPPLY	\$136.98
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$6,376.68
GOLDEN WEST	PHONE BILL/INTERNET/	\$2,189.45
HOPE COUNSELING CENTER	MI/QMHP	\$300.00
HOT SPRINGS ACE HARDWARE	SUPPLY	\$7.19
CITY OF HOT SPRINGS	CITY WATER BILL	\$783.34
HUNT, KAREN PAIGE	MI/HEARING	\$128.40
HUSTEAD LAW OFFICE, P.C.	CAAF	\$1,273.69
LYNNS DAKOTAMART	SUPPLY	\$71.72
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	\$760.80
MARTIN, STACEY	FUEL REIMBURSEMENT	\$15.01
MARCO	COPIER LEASE	\$163.14
MARKETLAB INC	SUPPLY	\$158.41

MARTY'S TIRE & AUTO BODY	REPAIR/SERVICE	\$170.00
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MASTERCARD	COUNTY CREDIT CARD	\$3,974.68
MCGLUMPHY, ERIN	TRAVEL REIMBURSEMENT	\$735.34
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$140.00
NELSONS OIL & GAS INC.	UTILITY	\$10,800.00
QUADIENT FINANCE USA, INC	POSTAGE	\$1,680.30
QUADIENT FINANCE USA, INC	POSTAGE MACHINE SUPP	\$219.45
PENNINGTON COUNTY JAIL	INMATE HOUSING PENNI	\$4,750.00
SOUTHERN HILLS TITLE, INC	TITLE SEARCH REPORTS	\$2,343.00
DEPT OF AG & NATURAL RES.	PRAIRIE DOG CONTROL	\$1,920.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$5,090.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
STATE 4-H OFFICE	STATE FAIR ADMISSION	\$35.00
SERVALL	RUGS AND MATS SERVIC	\$388.15
SKINNER, MATTHEW L. PC	CAAF	\$1,345.55
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$750.00
SOUTHERN HILLS LAW PLLC	CAAF	\$1,656.25
STEVENS AUTOMOTIVE	SERVICE	\$541.99
ULINE	EVIDENCE STORAGE	\$651.82
THOMSON REUTERS	SUBSCRIPTION	\$155.40
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$7,200.00
MILES, SASHA	BLOOD DRAW	\$75.00
	TOTAL FOR GENERAL FUND	\$86,768.27
COUNTY ROAD & BRIDGE		
AMAZON CAPITAL SERVICES	SUPPLY	\$199.96
BLACK HILLS ENERGY	UTILITY POWER ELECTR	\$371.63
CHEYENNE SANITATION	SANITATION COLLECTIO	\$79.00
CITY OF EDGEMONT	CITY OF EDGEMONT WAT	\$87.40
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.25
GOLDEN WEST	PHONE BILL/INTERNET/	\$257.05
CITY OF HOT SPRINGS	CITY WATER BILL	\$182.47
MASTERCARD	COUNTY CREDIT CARD	\$151.83
SEILER, RANDY	CLOTHING ALLOWANCE	\$300.00
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$1,637.59
911 SURCHARGE REIMBURSEMENT		
CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$74.22
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$16.50
GOLDEN WEST	PHONE BILL/INTERNET/	\$810.51
MASTERCARD	COUNTY CREDIT CARD	\$207.40
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$1,108.63
EMERGENCY MGT		
AMAZON CAPITAL SERVICES	SUPPLY	\$296.40

GLASS PRO +	SERVICE	\$182.99
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$16.50
GOLDEN WEST	PHONE BILL/INTERNET/	\$156.72
MARCO	COPIER LEASE	\$81.56
MASTERCARD	COUNTY CREDIT CARD	\$372.00
MAYNARD, FRANK	REIMBURSEMENT	\$68.00
RAMKOTA HOTEL-PIERRE	HOTEL/SAFETY BENEFIT	\$204.00
	TOTAL FOR EMERGENCY MGT	\$1,378.17
24/7 SOBRIETY FUND		
AMAZON CAPITAL SERVICES	SUPPLY	\$142.25
SD DEPARTMENT OF HEALTH	24/7 LABS	\$250.00
	TOTAL FOR 24/7 SOBRIETY FUND	\$392.25
COURTHOUSE BUILDING FUND		
HARVEY'S LOCK & SECURITY	SERVICE	\$553.00
SD DEPT OF PUBLIC SAFETY	BOILER INSPECTION	\$80.00
	TOTAL FOR COURTHOUSE BUILDING FUND	\$633.00
	TOTAL BILLS PAID BETWEEN 11/3 AND 11/16/2023	\$91,917.91

Break was taken at 9:48 am. The meeting resumed at 9:56 am.

Motion made by Cope, seconded by Russell, to take the letter of support off of the table to support the SDDOT taking action at the intersection of US Hwy 18/385 and SD Hwy 79 for a safer intersection, and to include that the Board would like correspondence with the SD DOT prior to final approval of any action.

Tanna White, Hot Springs FFA Advisor and the High School FFA met with the Board to give a presentation regarding the Carbon Credits Program. The Board noted that the group did a great job on the presentation and thanked them for coming.

Julie Wheeler, USDA, Forest Service, met with the Board to discuss the proposed agreement between Fall River County and the USDA, Forest Service for a Cooperative Forest Road Agreement and to give a presentation of the Crowe Dam Habitat Improvement Scoping Letter regarding a proposed prescribed burn.

Motion made by Cope, seconded by Greenough, to approve writing a letter opposing the proposed agreement between Fall River County and the USDA, Forest Service for a Cooperative Forest Road Agreement that is near John Sides' land.

Motion made by Cope, seconded by Greenough, to approve writing a letter opposing the Crowe Dam Habitat Improvement Scoping Letter regarding a proposed prescribed burn.

Motion made by Russell, seconded by Allen, to go into executive session at 10:52 am to discuss personnel as per SDCL 1-25-2 (1) and legal (3).

The Board came out of executive session at 11:21 am.

Motion made by Allen, seconded by Russell, to approve changing the 4-H Youth Advisor position classification from Part-time to Full-time for Fall River County, effective 11/20/23 with Cope and Greenough voting no, all others voting yes, motion carried.

Motion made by Russell, seconded by Allen, to adjourn at 11:23 am.

/s/ Joe Falkenburg
Joe Falkenburg, Chairman
Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje, Auditor
Sue Ganje, Auditor
Fall River County



South Dakota Department of Veterans Affairs

November 9, 2023

Dear Commissioners,

This letter is written to remind you that the current appointment of your county veterans service officer is about to expire.

It is not our intent to direct you in your decision, but rather to inform you that in accordance with South Dakota Codified Law (SDCL) 33A-1-22, re-appointment will need to be for a period of four years, through the first Monday in January, 2028.

Please take action on this matter at your earliest convenience and send a **certified copy of that portion of the official minutes** pertaining to your decision to Audry Ricketts, SDDVA, 425 E. Capitol Avenue, Pierre, SD 57501.

If you have any questions, please feel free to contact Audry at (605-773-8242).

Sincerely,

A handwritten signature in black ink, appearing to read "A. Pollard".

Aaron Pollard, Deputy Secretary
South Dakota Department of Veterans Affairs

cc: VSO



South Dakota Department of Veterans Affairs

November 9, 2023

Subject: Veterans Service Officer Salary Reimbursement

Dear County Auditor,

With the end of the year rapidly approaching, we would like to bring to your attention the matter of the state reimbursement for salary paid to your county veterans service officer.

SDCL 33A-1-30 and 33A-1-31 establishes a reimbursement program for the Department to provide financial assistance to counties and tribes in paying the salaries of their veterans' service officers.

In order for us to reimburse you, we will need a copy of the payroll ledger or individual earnings record for your veterans service officer covering the period of January 1, 2023, through December 31, 2023. This copy must be CERTIFIED by you, the county auditor, as a true and factual statement of salary payments.

Please email (audry.ricketts@state.sd.us) or mail the requested document(s) to: Audry Ricketts, South Dakota Department of Veterans Affairs, 425 E. Capitol Avenue, Pierre, SD 57501.

The new salary schedule and reimbursement, effective July 1, 2023, are as follows.

County Population	Minimum Salary Required	Reimbursement
50,000 and over	\$20,625.00	\$5,156.25
20,000 – 50,000	\$19,250.00	\$4,812.50
10,000 – 20,000	\$16,500.00	\$4,125.00
5,000 – 10,000	\$12,375.00	\$3,093.75
Up to 5,000	\$8,250.00	\$2,062.50

If you have any questions, please feel free to contact me at 605-773-8242.

Sincerely,

Audry Ricketts, Public Information Officer
South Dakota Department of Veterans Affairs



MEMORANDUM OF UNDERSTANDING

between

SDSU and Fall River County of South Dakota

2024

In accordance with SDCL Chapter 13054, as amended, and in furtherance of Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4-H Positive Youth Development with the complete understanding of all parties concerned. South Dakota State University on behalf of SDSU Extension ("SDSU"), and the Board of County Commissioners of Fall River County (the "County") enter in the following:

1. COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU agrees to give guidance and active assistance to the 4-H Youth Program Advisor in determining and carrying out South Dakota 4-H (SD 4-H) and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU agrees to assist the 4-H Youth Program Advisor in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

2. PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The County agrees to furnish an office suitable to all parties of the Memorandum. The County further agrees to provide sufficient funds for qualified office administrative support, 4-H Youth Program Advisor travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and up-to-date computer/related equipment, subject to the county's budgetary authority.

The County agrees to pay annually to SDSU for partial salary support of the 4-H Your Program Advisor position. Payments must be made by the 31st day of March in the 2024 calendar year. For the calendar year 2024, this is in the amount of \$42,000.00 which reflects the 4-H Youth Program Advisor's 1.00 FTE appointment in Fall River County. Should the position become vacant during the 2024 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The County agrees to reimburse the 4-H Youth Program Advisor for official use of their personal vehicle, meals, and lodging on official business away from their county office headquarters at rates and policies (e.g., IRS, GSA) equal to or above those established by the State Board of Finance. The 4-H Youth Program Advisor will submit itemized vouchers for official travel expenses to the County Auditor (or appropriate designee) for presentation to the County for payment.

The 4-H Youth Program Advisor will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Youth Program Advisor will participate in some out-of-county activities that are related to their duties for the county (e.g., State Fair) for which the County agrees to reimburse travel expenses. The County further agrees to allow the 4-H Youth Program Advisor to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU will provide travel reimbursement to the 4-H Youth Program Advisor.





3. ACCESS TO CONFIDENTIAL DATA

Access to SDSU data and communications, whether it resides on county-owned or SDSU-owned equipment, shall be restricted to SDSU personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the SDSU Office of Technology and Security will investigate any and all allegations of misuse of technology by SDSU personnel. Allegations of misuse of technology on county-owned equipment by SDSU personnel will be investigated jointly by the SDSU Office of Technology and Security and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

4. COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU to screen and certify the qualifications of applicants for a vacant position. The County will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU. Salary will be determined by SDSU with approval the South Dakota Board of Regents.

If the performance of a 4-H Youth Program Advisor becomes unsatisfactory, his/her employment may be terminated in accordance with SDSU and Board of Regents Personnel policies. In addition, SDSU may need to remove a 4-H Youth Program Advisor when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H Positive Youth Development Extension educational programs in the county.

The employment policies of SDSU and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

5. CONDITIONS FOR ACCESS AND USE OF COUNTY FACILITIES

The County and SDSU recognize the positive impacts SD 4-H Programs have on the youth in the County and the local Community in general. By providing opportunities for educational and personal growth among the County's Youth, the County benefits from maintaining and strengthening the social bonds of the Community as a whole. Therefore, the County agrees to allow SDSU to host SD 4-H Youth Program events at appropriate facilities owned by the County or operated by a third party for the benefit of the County. At the County's request, SDSU will require SD 4-H Youth Program participants to sign waivers of liability and hold harmless as a condition to participate in an event.

6. LIABILITY COVERAGE

SDSU is subject to the limitations of liability set forth in SDCL Chs. 3-21 and 3-22 and the PEPL fund agreement thereto. Currently, the PEPL Agreement specifically excludes liability coverage for volunteers of the SD 4-H Programs among other exclusions. Specified coverage is provided for covered negligence of SDSU employees, including 4-H Youth Program Advisors. As a State entity, SDSU cannot contract for coverage beyond the statutory and PEPL liability coverage limitations because that would be considered an unauthorized waiver of sovereign immunity.

SD 4-H Program Volunteers are covered by an Excess Volunteer Liability Policy.

SDSU will inform the County in the event of any material change in the above-referenced liability coverages.

7. ENTIRE AGREEMENT

The parties acknowledge that the terms of this Agreement constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. No statement, promises or inducements made by the parties, or their employees, agents or assigns which are not contained in this Agreement shall be valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.





8. GOVERNING LAW

The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue shall be in a court of competent jurisdiction in South Dakota.

9. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.

10. NONAPPROPRIATION OF FUNDS

In the event funds to fulfill the terms of this Agreement are not budgeted or appropriated for any fiscal year, then in that event there shall be no obligation on non-budgeted or appropriated Party to fulfill such appropriation or budget and this Agreement shall become null and void except as to terms for which an appropriation or budget has been made, and no right of action or damage shall accrue to the benefit of any person or entity, their agents, successors or assigns for any further payments or other performance under this Agreement.

11. APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect upon when both the County and SDSU approve by authorized signature. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and acquainting experienced members with its provisions.

[intentionally left blank]





12. SIGNATURES AND APPROVALS

For County:

For SDSU:

By: _____

By: _____

Karla Trautman

[Print Name Above]

Title: Chairperson, County Commission

Title: Director, SDSU Extension

Date: _____

Date: _____

County Attest (when applicable):

Additional Signature (when applicable):

By: _____

By: _____

[Print Name Above]

[Print Name Above]

Title: _____

Title: _____

[Print Title Above]

Date: _____

Date: _____



FALL RIVER COUNTY RESOLUTION #2023-44

ORDER FOR ORGANIZATION AND INCORPORATION
OF THE WOODLAND RD ROAD DISTRICT
FALL RIVER COUNTY, SOUTH DAKOTA

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Woodland Rd Road District, and

WHEREAS, an Election was held on November 14, 2023 asking the voters to accept or reject the formation of the Woodland Rd Road District, with 3 voters accepting and 0 voter rejecting the formation of the Woodland Rd Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Woodland Rd Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2024 tax year payable in 2025 and after, and

BE IT FURTHER ORDERED, that the Woodland Rd Road District be described as follows:

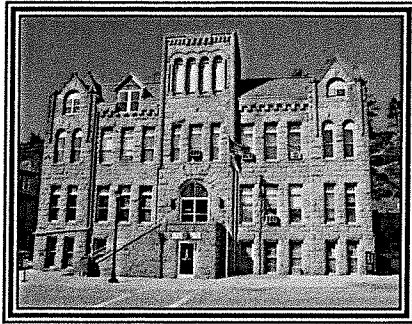
Lots 10, 11, 12, 14A, 14B and 19 of Pine Haven Subdivision located in the E1/2 of the NE1/4 of Section 22 and W1/2 of the NW1/4 of Section 23, T7S, R5E, Black Hills Meridian, Fall River County, South Dakota

Dated this 7th day of December, 2023

Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

Sue Ganje
Fall River County Auditor



**FALL RIVER COUNTY
COUNTY COMMISSIONERS**

Fall River County Courthouse
906 North River Street
Hot Springs, South Dakota 57747
Phone: (605) 745-5130, Fax: (605) 745-6835

December 7, 2023

Doug Kinniburgh
Local Government Engineer-
South Dakota Department of Transportation
700 E Broadway Ave
Pierre, SD 57501

Noel Clocksin
Secondary Roads Engineer
South Dakota Department of Transportation
700 E Boadway Ave
Pierre, SD 57501

Doug and Noel,

We would like to take the time to express our immense gratitude for your work on the road and bridge project between Provo and the Igloo area. You have gone above and beyond to aid the County, whether it came to answering questions or going forward with plans to improve access for the Igloo area residents.

We are confident that you grasp the significance of the financial relief that you provided at the County level, considering the substantial amount associated with the project.

The Fall River Commission Board appreciates all the support given by you and Noel through the years, including other road and bridge and projects in the county.

Respectfully,

Joe Falkenburg, Chair

Joe Allen

Deb Russell, Vice Chair

Les Cope

Heath Greenough



U.S. Department of Justice
United States Marshals Service
District of South Dakota

Sioux Falls, SD 57104

December 4, 2023

Dear Sheriff Norton,

Thank you for taking the time recently to meet with me, my Chief Deputy, and Supervisory Deputy for the Marshals Service Rapid City sub-office. We very much enjoyed the conversation and the opportunity to continue to build the already solid relationship between the Sheriff's Office and the Marshals Service.

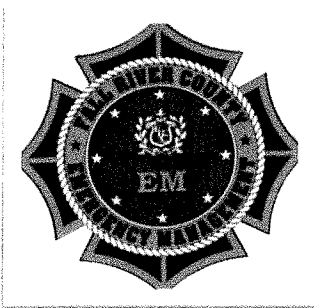
You indicated during the meeting that Fall River County is exploring the prospect of constructing a new detention facility in Hot Springs. As we discussed, the Marshals Service in the District of South Dakota is arguably the largest custodian of prisoners in the state outside of the South Dakota Department Of Corrections. On any given day, the Marshals Service houses approximately 500 federal prisoners awaiting federal court case adjudication (pre-trial), awaiting sentencing, or awaiting placement in a federal Bureau of Prisons facility. Currently, due to a large volume of prisoners, we house prisoners in South Dakota, Minnesota, Colorado, Nebraska, and Wyoming. If Fall River County pursues a new facility, I can express that the Marshals Service would have interest in exploring the option of entering into an Intergovernmental Agreement (IGA) with the Fall River County Sheriff's Office to house Marshals Service prisoners. I would welcome the option to have more local bed space availability in South Dakota, closer to the federal courthouse and USMS office in Rapid City.

If the Marshals Service can ever be of assistance to the Sheriff's Office to help with fugitive investigations, non-compliant sex offenders, CO-OP prisoner movements, or otherwise, please do not hesitate to reach out to us.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Mosteller".

Daniel Mosteller
U.S. Marshal for the District of South Dakota



*Emergency Management
Fall River County*

Franklin W. Maynard CEM CFM
906 N. River St.
Hot Springs, SD 57747

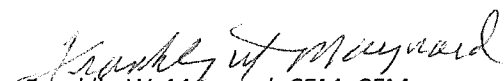
605 745-7562 605 890-7245 em@frcounty.org



Date: December 7, 2023

Subj: Commission Update:

1. **Homeland Security Grant Program:** The notification for the 2024 HLS grants was received on December 4th, 2023. I have sent the information out to the fire depts., law enforcement agencies, ambulance services, schools and cities. (attachment)
2. **South Radio Repeater:** Notified of a Homeland Security Monitoring visit regarding the repeater.
3. **SD Dept. of Transportation:** Submitted the application for 3 individuals to input travel information into the SD511 system. Lyle Norton, Sheriff: Randy Seiler, Hwy Superintendent and Melissa Fleming, Lead Dispatcher.
4. **Fires & Incidents:**
 - a. 11/15/2023: Hay Bale Fire: Ardmore Fire.
 - b. 11/24/2023: Semi wreck: Hwy 18, mm 5.5: Fall River Sheriff, Edgemont Fire, and Edgemont Ambulance..
 - c. 11/27/2023: Structure Fire: South 15th St., Hot Springs: Hot Springs Fire, Hot Springs Police, Fall River Sheriff and Hot Springs Ambulance.
 - d. 11/30/2023: Structure Fire: 27212 Caledonia Road: Minnekahta Fire, Hot Springs Fire, Fall River Sheriff, SD WFS and Hot Springs Ambulance


Franklin W. Maynard, CEM, CFM
Emergency Manager
Fall River County
906 N. River Street
Hot Springs, SD 57747

em@frcounty.org

From: Thompson, Kami <Kami.Thompson@state.sd.us>

Sent: Monday, December 4, 2023 6:54 AM

To:

aurcoemmgr@goldenwest.net; beadleem@beadlesd.org; Bennett Co EM - Jeff Siscoe; beth21@hotmail.com; bhcem@hcinet.net; Brookings Co 2nd EM - Richard Haugen; Brookings Co EM- Robert Hill; Brown Co 2nd EM - Patti Woods; scott.meints@browncounty.sd.gov; Brule/Buffalo Co EM - Kathryn Benton; fred.lamphere@buttesd.org; ccs161c@yahoo.com; Charles Mix Co EM - Mike Kotab; clarkem@itctel.com; Clay Co EM - Layne Stewart; codcoem@codington.org; adelgado@codington.org; Corson Co EM - Mike Varilek; sesser@custercountysd.com; karenw@davissoncounty.org; Jeff Bathke; daycountyoem@daycountysheriff.org; cborg@itctel.com; Dewey County EM - Della Dearborn; pat.harrington@douglassdcountries.org; Edmunds Co EM - Tracy Hutson; em@frcounty.org; faulktreas2@venturecomm.net; Glines, Kathy; kevin.schuelke@grantcountysd.us; gregfire@gwtc.net; hamlincountyoem@itctel.com; Hand Co EM - Arlen Gortmaker; Brandon; patrick.callahan@co.hughes.sd.us; Hutchinson Co EM - Diane Murtha; james.stephenson78@yahoo.com; deputy_391b@jacksoncountysd.us; jasonweber@venturecomm.net; Jones Co Asst EM - Kyle Kumm; beth21@hotmail.com; em@kingsburycountysd.org; Lake Co EMA; Paul Thomson; emergencyman@lincolncountysd.org; Lyman Co EM - Margo Mitchell; mcem@venturecomm.net; McCook Co EM Brad Stiefvater Jr; McPherson Co Asst EM - Steve Lipke; mcphersonso@valleytel.net; Meade Co EM- Sean Hederson; Mellette Co EM - Karen O'Brien; kent.terwilliger@minercountysd.org; Minnehaha Co Asst Em - Doug Blomker; Minnehaha Co EM - Jason Gearman; Moody Co EM - Jerrick Charles; alexaw@pennco.org; Pennington Co EM - Dustin Willett; serr.perkinscoso@sdcplains.com; sautner2000@yahoo.com; Roberts Co EM - RC Auditor; Josh Starzman; Smith, Regan; Spink Co EM - Andrew Rindelaub; curt.olson@sullycounty.net; Todd Co EM - Trevor Willcuts; jburdette@trippcounty.us; Turner Co EM - Brad Georgeson; ucemasd@unioncountysd.org; em@wainworthco.org; Erin Hacecky; Paul Scherschligt; zcs01c@yahoo.com
2024 Homeland Security Grant

Subject:

Good Morning,

Below is the information for the 2024 Homeland Security Grant program announcement to be passed along.

Thank you,

Kami

Homeland Security Grants - Open Application Period Starts January 1, 2024

The open application period to apply for 2024 State Homeland Security grant funding starts January 1, 2024.

Applications must be submitted through the EDGAR (Electronic Database for Grant Application & Reporting) system by February 15, 2024 at 5:00 pm Central Standard Time. The link to EDGAR is: <https://sddpsigx.intelligrants.com/>.

All applications must have a Homeland Security nexus and follow grant terms and conditions.

Projects must have a nexus to Homeland Security providing protection against **terrorism** threats.

Examples-

- Access control systems such as electronic locks, video entry, door locks, metal detectors, and panic buttons.

- Lighting
- Fencing, gates, barriers, etc.
- Cybersecurity risk assessments
- Migrating online services to the “.gov” internet domain
- Projects that address vulnerabilities identified in cybersecurity risk assessments such as hardware, software, access control to systems, training, and exercises
- Tactical gear or ballistic protection
- Training Special Weapons and Tactics (SWAT) teams
- Training Special Response Teams (Taskforce 1)
- Training and awareness programs.
- Backup generators and transfer switches for PSAPs or EOCs only
- Training and exercises
- Detection equipment for CBRNE threats
- Rescue equipment
- Pagers for fire, ambulance, or search and rescue
- Equipment compatible with the State Radio System such as P25 radios, repeaters, and extenders.
- Training and exercises.

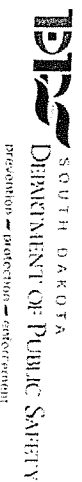
Award agreements will be generated and sent out after funding becomes available; **projects cannot start before the grant award agreement is signed by the grantee and HLS.** Award Agreement and Funding for projects is expected to become available on or about September 2024.

For more information, please contact the SD Office of Homeland Security at 605-773-3450.

Questions? Find more information on the [South Dakota Homeland Security Grants webpage](#) or call 605-773-3450.

To apply for a Homeland Security grant, read through the [application instructions](#) and [apply online](#) by Feb. 15 at 5 p.m. CT.

Kami Thompson, Emergency Management Specialist
 Department of Public Safety
 Office of Homeland Security
 118 W Capitol Ave
 Pierre SD 57501
 Phone 605 773-6427
 Fax 605 773-6631
 kami.thompson@state.sd.us



Fall River County, South Dakota

TO: South Dakota Association of County Commissioners
211 E Prospect Ave
Pierre, SD 57501

National Center for Public Lands Counties (The Center) Request

FORMULA: Total LACTF Dollars received = \$1,369,014.42
TOTAL x .01 = \$ 13,690.14
TOTAL NATIONAL CENTER FOR PUBLIC LANDS contribution = \$ 13,690.14

=====

To: South Dakota Association of County Commissioners

From: Fall River County

Amount of Claim - - - \$ 13,690.14

Audited and Allowed _____, 20 _____

_____, Chairperson

State of South Dakota)

ss.

County of Fall River

The South Dakota Association of County Commissioners (SDACC) certifies this to be a just and true claim for payment which conforms to authority granted by law.

TOTAL CONTRIBUTION: \$13,690.14

Total Dues Submitted: _____

This office will submit your payment to NACo on your behalf.

[EXT] Invoice - National Center for Public Lands Counties

Kade Haley <kade@sdcountycommissioners.org>

Fri 9/29/2023 1:45 PM

To:Ganje, Sue <Sue.Ganje@state.sd.us>

 3 attachments (3 MB)

Center for Public Lands Counties Packet.pdf; Fall River County, South Dakota.pdf; Oglala Lakota County, South Dakota.pdf;

Greetings County Auditors and Commissioners!

On behalf of the SDACC Board of Directors, we are writing to urge your support for the National Association of Counties (NACo) initiative to establish the National Center for Public Land Counties. Support of this program was passed unanimously by the SDACC Board of Directors on August 10th, 2023. As stewards of your county's interests, it is crucial that we recognize the significant role NACo plays on behalf of counties at the national level and the potential benefits of this new center.

We strongly encourage you to consider your support for the National Center for Public Land Counties. This one-time investment in our future will pay dividends for years to come by safeguarding our interests, promoting responsible land management, and fostering collaboration among counties nationwide.

This one-time payment represents only 1% of the total LACTF dollars your county received. Thanks to NACo's unwavering efforts at the national level, these funds were sent directly to counties instead of the state, allowing you to maintain local control and assure their effective use.

Attached to this email is the invoice itself, as well as detailed information regarding the Center.

Thank you for your attention to this matter, and we look forward to your positive response. If you have any questions or need further information, please do not hesitate to contact the office.

Best,

Kade Haley

Deputy Director
South Dakota Association of County Commissioners
South Dakota Association of County Officials
211 E Prospect Ave
Pierre, SD 57501
(605) 224-4554



Fw: SD Dept of Health - Naloxone for business

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor's Office <agenda@frcounty.org>

Wed, Nov 22, 2023 at 10:06 AM

put in next meeting packet...

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: Kristie Jacobsen <kris@sdcountycommissioners.org>

Sent: Thursday, November 16, 2023 6:39 PM

To: Urban, Susan <Susan.Urban@state.sd.us>; 'Bennett Auditor' <bcauditor@gwtc.net>; Tamara Brunken - Bon Homme County (auditor@bonhommecountysd.org) <auditor@bonhommecountysd.org>; Brookings Finance <lschultz@brookingscountysd.gov>; 'Brule Auditor' <brulaud@midstatesd.net>; 'Butte' <auditor@buttesd.org>; 'Charles Mix Auditor' <jgant@charlesmixcounty.org>; Tarbox, Christine <Christine.Tarbox@state.sd.us>; 'Carri Crum (Carri.Crum@claycountysd.org)' <Carri.Crum@claycountysd.org>; Codington County Auditor <bhanten@codington.org>; 'Custer Auditor' <dmclaughlin@custercountysd.com>; 'Susan Kiepke - Davison County (auditor@davisoncounty.org)' <auditor@davisoncounty.org>; 'Day County Auditor' <auditor@daycounty.org>; 'Dewey Auditor (auditor@deweycounty.biz)' <auditor@deweycounty.biz>; Ganje, Sue <Sue.Ganje@state.sd.us>; 'Faulk Auditor (faulkaud@venturecomm.net)' <faulkaud@venturecomm.net>; 'Grant Auditor1' <kathy.folk@grantcountysd.us>; Bartling, Julie <Julie.Bartling@state.sd.us>; 'Haakon Auditor (haakon@gwtc.net)' <haakon@gwtc.net>; Opdahl, Dixie <Dixie.Opdahl@state.sd.us>; Hand Auditor <auditor@handcountysd.org>; Trabing, Lesa <Lesa.Trabing@state.sd.us>; Wilson, Vicki <Vicki.Wilson@state.sd.us>; 'Jerauld Auditor' <jerauldaud@venturecomm.net>; 'Kingsbury Auditor' <aud1@kingsburycountysd.org>; 'Lake Auditor' <lakeauditor@lake.sd.gov>; 'Lincoln Auditor (slund@lincolncountysd.org)' <slund@lincolncountysd.org>; 'Marshall Auditor' <mcauditor@venturecomm.net>; 'McCook Auditor (mccookaud@triotel.net)' <mccookaud@triotel.net>; Rhea Crane <rccrane@meadecounty.org>; 'Miner Auditor (minerauditor@minercountysd.org)' <minerauditor@minercountysd.org>; sara@perkinscounty.org <sara@perkinscounty.org>; 'Sanborn Auditor (kamim@sanborncounty.net)' <kamim@sanborncounty.net>; 'Spink Auditor (spinkcoauditor@nrctv.com)' <spinkcoauditor@nrctv.com>; ucauditor@unioncountysd.org <ucauditor@unioncountysd.org>; 'Yankton Auditor (patty@co.yankton.sd.us)' <patty@co.yankton.sd.us>; 'Cindy Longbrake - Ziebach County' <ziebachauditor@lakotanetwork.com>

Subject: [EXT] SD Dept of Health - Naloxone for business

Greetings,

Please see the attached letter and share with your Commission Chair regarding the Naloxone program set forth from last year's legislation – HB1162.

Thank you for your time and attention to this matter.

Kris Jacobsen

Executive Director

South Dakota Association of County Commissioners

South Dakota Association of County Officials

211 E Prospect Avenue

Pierre, SD 57501

Cell: (605) 295-0713



BETH DOKKEN

Division Director

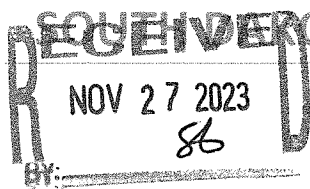
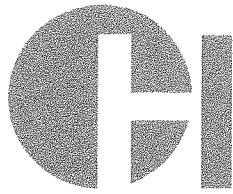
Division of Family and Community Health

605.773.3737 | 615 E 4th St, Pierre, SD | doh.sd.gov



Every South Dakotan Healthy and Strong

Confidentiality Note: The information in this email is confidential or privileged and is intended only for use by the individual or entity to whom they are addressed. Use or distribution of the information contained in this document by any other individual or entity not intended to receive this is strictly prohibited. If you have received this email in error, please notify the sender and delete the message.



Dear Commissioners,

You may be aware that effective July 1, 2023, South Dakota businesses are now allowed to have life- saving Naloxone within their worksite to reverse an opioid overdose. HB1162 allows for an employer to acquire and make available on the employer's premises an opioid antagonist that is dispensed or distributed by a licensed health care professional, in accordance with this section, if the employer:

- Develops a protocol for the transport, storage, maintenance, and location of the opioid antagonist.
- Provides training and instruction, developed by the Department of Health – all available online.
- Prominently posts instructions on the administration of an opioid antagonist and post-administration protocol, if the employer makes it accessible to the public.

The South Dakota Department of Health (DOH) currently partners with your county to house a Community Health Office within your building. Our request is to have Naloxone mounted in a protective box (ideally next to an AED) in the county building where the Community Health Office is located. We would propose that the DOH employee is the designated point of contact who will be responsible for routine monitoring of the Naloxone to ensure that it is not expired or is in need of replacement because of use. The protective box, the Naloxone and the replacement of Naloxone would be purchased using existing state resources.

With the onboarding of Naloxone in your county building we would also encourage you to implement a Naloxone for Business program for county employees who work in proximity to where the Naloxone would be placed. The DOH has developed resources to help employers implement a Naloxone program at their workplace. Please go to the following link on the DOH website for more information: <https://doh.sd.gov/health-care-professionals/ems-trauma-program/sd-naloxone-project/naloxone-for-business-training-and-resources/>

Resources include a sample Worksite Naloxone Policy and an online training that includes the following:

- Signs and symptoms of an overdose
- Safety precautions to consider
- What is an opioid and how does it affect the body
- What is Naloxone and how does it work?
- How to safely administer Naloxone
- Activation of Emergency Services

If you have questions about what we are proposing with this initiative, you can reach out to either of these individuals on my team for more information:

- Marty Link at Marty.Link@state.sd.us
- Lori Martinec at Lori.Martinec@state.sd.us

Thank you in advance for your support of this important, statewide effort.

Sincerely,

Melissa Magstadt
DOH Cabinet Secretary

[EXT] BHNH Communications Preference

Jennifer Sietsema <JSietsema@wrbsc.com>

Fri 12/1/2023 10:46 AM

To:coperanch1979@gmail.com <coperanch1979@gmail.com>;Nina Steinmetz <fallriverweed@frcounty.org>;'States Attorney Office' <sa.circuit@frcounty.org>

Cc:Ganje, Sue <Sue.Ganje@state.sd.us>;'Mitch Iverson' <mitch.iverson7@gmail.com>

Les, Lance, and Nina:

The Forest Service and Mountain Planning Service Group requested a flow chart for correspondence with the South Dakota Cooperators/Countries. In Wyoming, they are sending the information to Dru (Consultant for Wyoming Counties) and she is dispersing the information to the two Wyoming counties. The State of Wyoming and the Conservation Districts that have their own Cooperator status with the FS receive the information directly from the FS. Does Fall River County want to receive information directly from the FS? Or do you want information provided to you through Mitch Iverson (Consultant for SD Counties)? Whatever your preference, please let me know ASAP so we can put together the communications flow chart to give to the Forest Service so that no one is left out of communications for the Plan Revision.

Additionally, please let me know if those included on this email are still the correct points of contact for Fall River for the Black Hills National Forest Plan Revision. Thanks!

*Jennifer Sietsema
Executive Director
Black Hills Council of Local Governments
730 E. Watertown Street
Rapid City, South Dakota 57701
605-394-2681*

2 4 S C 0 9 1 3 2 4

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY AND COMMUNITY HEALTH
Sub-Recipient Agreement
Between**

Fall River County
c/o County Auditor
906 N River Street
Hot Springs, SD 57747

South Dakota Department of Health
Division of Family and Community Health
Office of Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
(605) 773-3361

Referred to as "Sub-recipient"

Referred to as "State"

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Fall River County, Hot Springs, SD 57747
- b. Sub-Recipient's unique entity identifier: HN27D6J7JQ87
- c. Federal Award Identification Number (FAIN): 233SD708W1003
- d. Federal Award Date: October 1, 2022 to September 30, 2023
- e. Sub-award Period of Performance: 6/1/2023-9/30/2023
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$2,521.33
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance:
\$2,521.33
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda.Buntrock@state.sd.us.

- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program for Women Infants and Children
- l. Is the grant award for research and development (R&D)? YES ___ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2023 to 06/30/2024 = 7.3%

1.2

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Fall River County, Hot Springs, SD 57747
- b. Sub-Recipient's unique entity identifier: HN27D6J7JQ87
- c. Federal Award Identification Number (FAIN): 243SD708W1003
- d. Federal Award Date: October 1, 2023 to September 30, 2024
- e. Sub-award Period of Performance: 10/1/2023 - 5/31/2024
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance: \$5,042.67
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance: \$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance: \$5,042.67
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda.Buntrock@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program for Women Infants and Children
- l. Is the grant award for research and development (R&D)? YES ___ NO X
- m. Department of Health Indirect Cost Rate for federal award: 7/01/2023 to 06/30/2024 = 7.3%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2023 and will end on May 31, 2024, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.
 - i. The Sub-recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract.

- d. Sub-recipient will not purchase capital assets or equipment using State funds.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
 - i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsr.gov.
 - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
 - iii. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf. The Healthy, Hunger-Free Kids Act of 2010 <https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf> and 7 CFR 246 <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>.
 - iv. In collaboration with the Office of Family and Child Services (OCFS) Dietitian Manager, hire, manage and provide disciplinary action if needed for employees to complete job roles and responsibilities outlined in this contract and in Appendix B. Job roles and responsibilities include but are not limited to:
 - Performing intake services for clients
 - Educating clients on benefit usage and navigating stores
 - Community outreach and referral services
 - Determining income eligibility, resident, and identity of current and potential clients
 - Vendor liaison duties
 - General administration and office duties
 - v. Allow and assure new county employees providing WIC services to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training. New employee initial WIC services training must be completed within the first month of employment to ensure staff have the knowledge and permissions in SD WIC-IT to perform their jobs satisfactorily.
 - vi. Allow and assure county employees providing WIC services attend and participate in required training to remain effective/efficient in their roles.
 - vii. Use State funds exclusively for
 1. WIC Services
 - a. Each county receives an annual budget based on participation rates from the most recent calendar year.
 - b. Reimbursement amounts are calculated monthly based on the per participant rate and the number of WIC participants who received WIC benefits in a particular county.
 - c. FY2024 per participant rate for Clerical is - \$6.59 per participant. This rate is reviewed annually during budget determination.
 - d. WIC Central Office will generate payment and send to the Sub-recipient on a monthly basis.

2. WIC Training/Travel
 - a. Reimbursement for training time and travel time to and from training location is based on State average training and travel rate, including benefits.
 - b. FY2024 Training and Travel Rate- \$21.67 per hour. This rate is reviewed annually during budget determination.
 - c. Reimbursement for per diem, mileage and lodging for staff attending WIC training is according to county policy but cannot exceed State rates. State rates for these items are included on the expenditure report.
 - d. The Central Office will generate monthly payment based on Monthly Expenditure Reports submitted by the Sub-recipient.
- viii. Provide facilities for WIC services to participants within the county. Facilities must allow for participant confidentiality during the intake process.
- ix. Refer potential applicants to the WIC Program and inform applicants of health services available.
- x. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.
- xi. Subrecipient further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Persons directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <https://sdwic.org/knowledge/policy-and-procedure-manual>.
- xii. Maintain complete, accurate, documented, and current accounting of all program funds received and expended.
- xiii. Provide on or around 7th of month monthly expenditure report for expenses incurred, except for the month of June. All invoices to close out the contract period must be received before June 9th. See attachment A.
- xiv. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
- xv. When the county is or will be without staff for an extended period of time (for example, hiring a new employee is taking longer than expected or current employee is out on maternity leave or extended leave due to recovering from surgery, etc.), county can arrange coverage with another county or clinic site by contacting dietitian manager to arrange scheduling and reimbursement. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Rhonda Buntrock).
- xvi. The OCFS Dietitian Manager may request support to cover another county or state site that is without staff. This is provided by the county at the county's discretion. If the county provides coverage for another clinic, the county will be reimbursed at the current per participant rate for the additional county/additional participants served and will be reimbursed for travel at the state rate for hotels and meals. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Rhonda Buntrock).
- xvii. Comply with State of South Dakota Cyber-Security requirement policies to include any mandatory trainings for any individuals who have a state email account/address.

- f. If the State will undertake or complete any work or performance under this Agreement, it is described as follows:
- i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to \$7,564.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
 - ii. State will pay the following Sub-recipient expenses as a separate item as identified in the Expense Report (Attachment A).
 - iii. TOTAL CONTRACT AMOUNT (Not to Exceed) \$7,564.00. Payment will be made consistent with SDCL Ch. 5-26.
 - iv. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
 - v. State agrees to:
 - a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
 - b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
 - providing the Subrecipient's personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Subrecipient personnel's questions regarding the above described Manual and reviewing Subrecipient personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
 - c. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
 - d. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
 - e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
 - f. Provide monthly payment to the Subrecipient based on number of participants receiving WIC benefits each month.
 - g. Provide monthly payment for contract period expenses incurred and reported on the monthly expenditure report (See attachment A.). This includes payment for training WIC staff.
 - h. Provide fiscal and administrative management, including participating in hiring, supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of This agreement is made for the purpose of providing intake and administrative services for the Women, Infants and Children (WIC) Program in Fall River County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.

Amount provided by State/Grantor is	\$7,564.00
Amount matched by Sub-Recipient	\$0.00
Total Grant Amount	\$7,564.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$0.00
Federal dollars	\$7,564.00

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the

State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant

or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. CLOSEOUT

a. The State will provide the subrecipient closeout letter after the period of performance end data.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

2. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

3. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification

will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

5. COMPLIANCE WITH EXECUTIVE ORDER 2023-02

Contractor certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

6. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

7. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

8. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

9. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

10. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

11. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

12. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other Sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or Sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and Sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, Sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and Sub-recipients. The Sub-Recipient is required to assist in this process as needed.

13. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

14. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

15. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. This agreement is exempt from the request for proposal process.
2. Does this agreement involve Protected Health Information (PHI)? YES () NO (X)
 - a. Sub-recipient is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

3. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

4. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

5. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

6. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

7. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

8. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

9. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees,

officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Sub-Recipient or State to liability. Reporting to State under this section does not satisfy Sub-Recipient's obligation to report any event to law enforcement or other entities as required by law.

13. FORCE MAJEURE:

Neither Sub-Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

15. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
16. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
17. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- A. A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
- C. An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
- D. If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

- 1) Is your organization required to file the Internal Revenue Service Form 990? Yes No

If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.
n/a

- 2) Is your organization subject to compliance with the federal Single Audit Act? Yes No

If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.
fallriver.sdcounties.org

- 3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy?
 Yes No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.
n/a

EMAIL BID: TODDIBIS@VOLLANOIL.COM

**TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
PHONE # 745-5137**

DATE: 11/20/2023

FROM: VOLLAN OIL PHONE: 605-529-5458

BID FOR: _Approx. 8,000 Gallons DYED DSL WINTER BLEND

AMOUNT OF BID: \$27,360.00 ^{3.42}
(This bid includes all appropriate taxes and fees)

Signed By: _____

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10 A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please write the words; " Decline todays bid." On the line designated for the Bid Amount.

Thank You

awarded

FAXED BID: 6057454188

**TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
PHONE # 745-5137**

DATE:

FROM: NELSONS OIL & GAS PHONE:605-745-4189

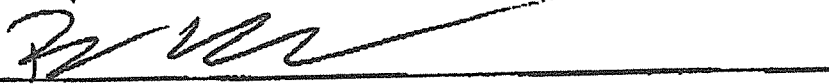
BID FOR: Approx. 8,000 Gallons DSL WINTER BLEND 50/50

#3.72

AMOUNT OF BID: #1 Dyed DSL - \$3.97 / #2 Dyed DSL - \$3.47

(This bid includes all appropriate taxes and fees)

Signed By:



Nelson's Oil & Gas Inc.

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please write the words; "Decline todays bid." On the line designated for the Bid Amount.

Thank You

FAX: 605-341-1899
EMAIL: MKulish@mgoil.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
HWY@FRCOUNTY.ORG PHONE # 745-5137

DATE:

FROM: MG OIL

Mike
PHONE: 605-343-5984

BID FOR: Approx. 8,000 Gallons DSL WINTER BLEND

AMOUNT OF BID:

(This bid includes all appropriate taxes and fees)

Signed By: No bid
am

Note: all bids must be received in the Fall River County Highway Dept. office at the above number or email before 10A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please write the words; "Decline today's bid." On the line designated for the Bid Amount.

Thank You

FAXED BID: 6057454188

**TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
PHONE # 745-5137**

DATE: 11/27/2023 * Awarded 11/27/23 @ 10:00

FROM: NELSONS OIL & GAS PHONE:605-745-4189

BID FOR: Approx. 8,000 Gallons GASOLINE

AMOUNT OF BID: 2.983 / gallon
(This bid includes all appropriate taxes and fees)

Signed By: Andrew Nelson

Nelson's Oil + Gas

Note: all faxed bids must be received in the Fall River County Highway Dept. office at the above number before 10:00A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please write the words; "Decline todays bid." On the line designated for the Bid Amount.

Thank You

FAX: 605-341-1899
EMAIL: MKulish@mgoil.com

TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
HWY@FRCOUNTY.ORG PHONE # 745-5137

DATE: 11/27/2023

FROM: MG OIL PHONE: 605-343-5984

BID FOR: Approx. 8,000 Gallons GASOLINE

AMOUNT OF BID:
(This bid includes all appropriate taxes and fees)

Signed By: NO BID

Note: all bids must be received in the Fall River County Highway Dept. office at the above number or email before 10A.M. to be considered, unless otherwise stated by the caller for bids.

If declining to bid please write the words; " Decline todays bid." On the line designated for the Bid Amount.

Thank You

HOT SPRINGS, SOUTH DAKOTA 57747

FALL RIVER COUNTY, SOUTH DAKOTA

Name of Claimant: Fall River County Highway Department
P.O. Box 939
Hot Springs, S.D. 57747

Date: 11/17/2023
Private Road Grade – BRIAN MARTIN
DATE OF SERVICE” 11/15/2023
\$150/hr @ 1hrs – BRETT BLESSING
2% Excise Tax+ \$3.00
TOTAL: \$153.00
PD CHECK # 2284

Vendor No. KINDRED RANCH LLP

CLAIM OF
Fall River County Highway Dept.
P.O. Box 939, Hot Springs SD 57747

Address _____ Zip Code _____
Against
county _____


Code	Amount
	\$153 00
TOTAL:	\$153 00

Filed in My Office _____,
20_____, _____
County Auditor.

S.D.C. 1960 Supp. 55.2918

I declare and affirm under the penalties of perjury that this claim has been examined by me, and to the best of my knowledge, and belief, is in all things true and correct.

Dated this ____ day of _____, 20____

SIGN HERE  _____
Claimant's Signature

Rejected _____, 2_____

Amount Claimed \$ _____

Amount Allowed \$ _____

Date: _____

Approved By: _____
Chairman Board of County Commissioners.

Minimum maintenance roads described as follows:

In Township 9S, Range 3E

- Pine Hills Rd (County 6E) beginning 1/2 mile east of the township line between Range 2E & Range 3E and continuing 1.5 miles east to end of road [see Exhibit A]

In Township 9S, Range 2E

- Coal Creek Rd (County 8S) beginning at the intersection with Fiddle Creek Rd (County 8) continuing south ¾ mile [see Exhibit B]

In Township 9S, Range 4E

- Unnamed Rd (County 6W) from intersection with SD Hwy 71 then north to north section line of Section 25 [see Exhibit C]

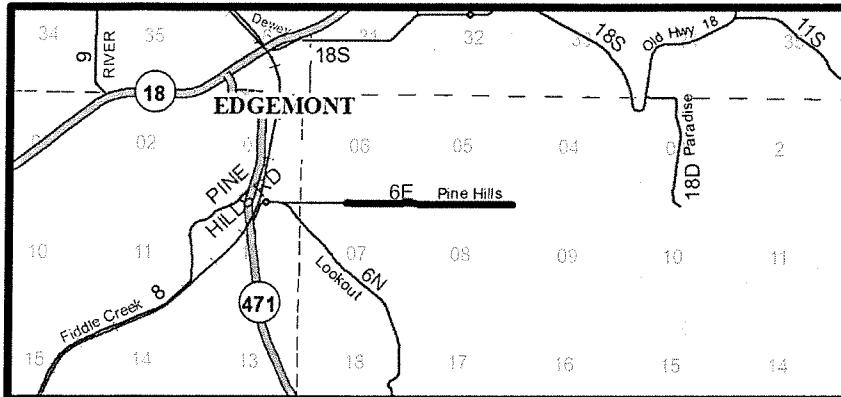


Exhibit A



911 Road Name:
Pine Hills Rd
County Hwy Name: 6E

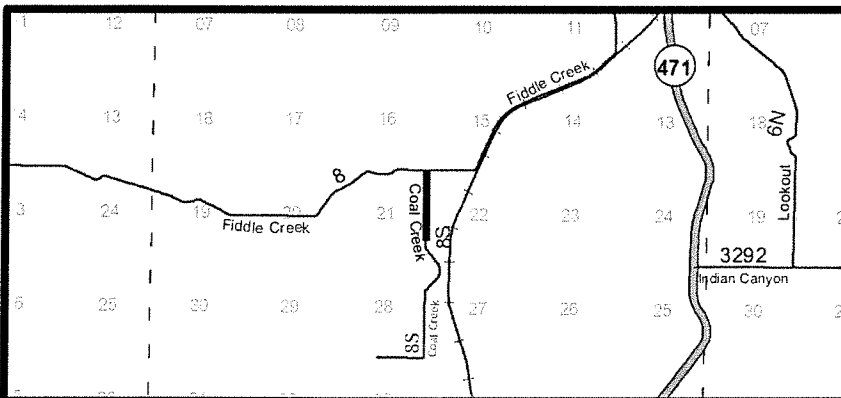


Exhibit B



911 Road Name:
Coal Creek Rd
County Hwy Name: 8S

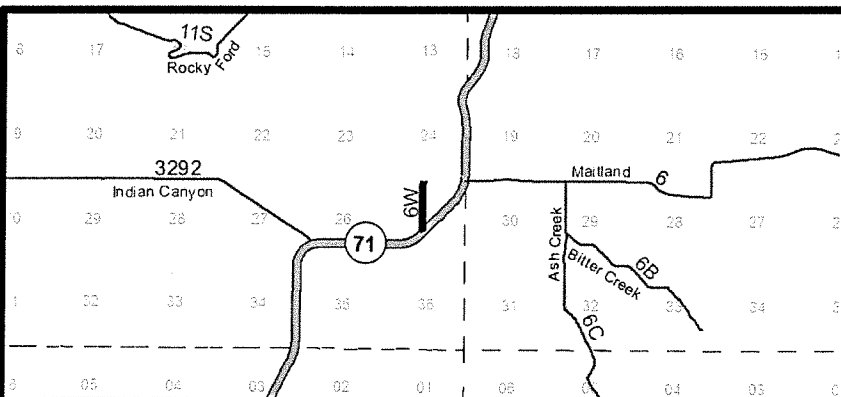


Exhibit C



911 Road Name:
Unnamed Rd
County Hwy Name: 6W

No Maintenance Roads:

In Township 8S, Range 1E

- Unnamed Rd on section line between sections 4 & 5, from intersection with Moss Agate Rd north 1 mile to Township Boundary [see Exhibit A]
- Moss Agate Rd (County 9A) from Wyoming Border east 4.5 miles to the center of Section 11 [see Exhibit B]

In Township 8S, Range 2E

- Unnamed Road on section line between sections 23 & 26 from the intersection with Dewey Rd (County 6463) continuing west 1/2 mile to end of road [see Exhibit C]

In Township 9S, Range 2E

- Coal Creek Rd (County 8S) from northeast corner of the southeast quarter of the southeast quarter (SESE) of section 21 continuing south approximately 1.25 miles then west 1/2 mile to end of road [see Exhibit D]

In Township 7S, Range 3E

- Wild Sage Rd (a road on section line between sections 13 & 24, no county number) from intersection with SD Highway 89 continuing west approximately 1/2 mile to end of road. [see Exhibit E]

In Township 9S, Range 3E

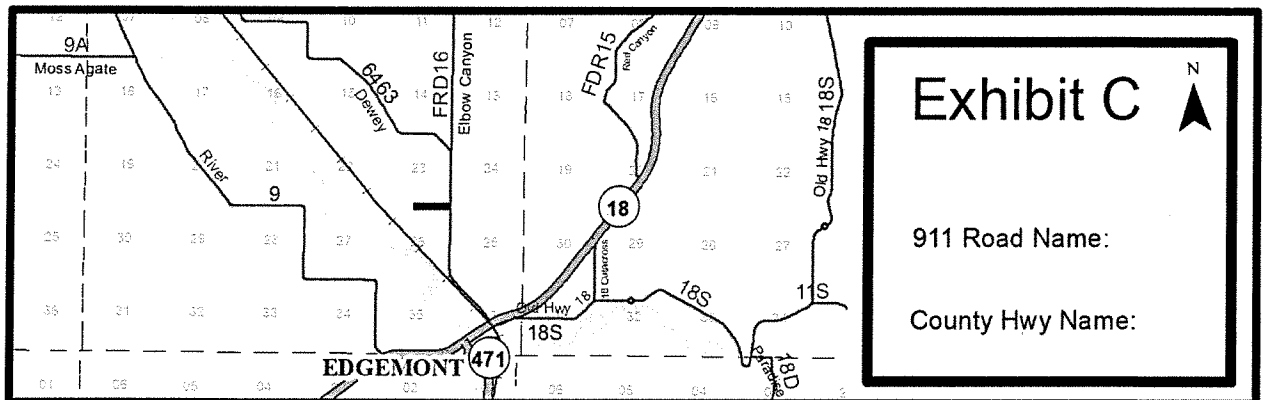
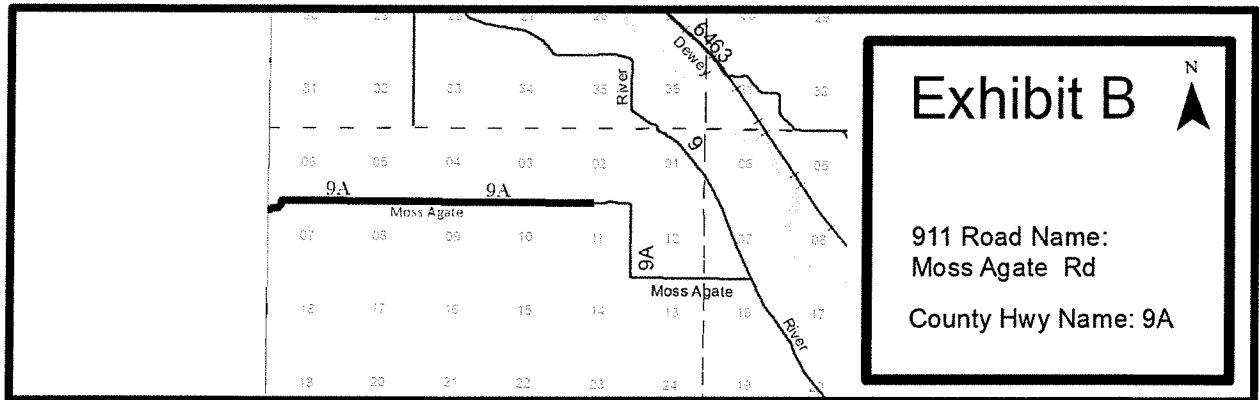
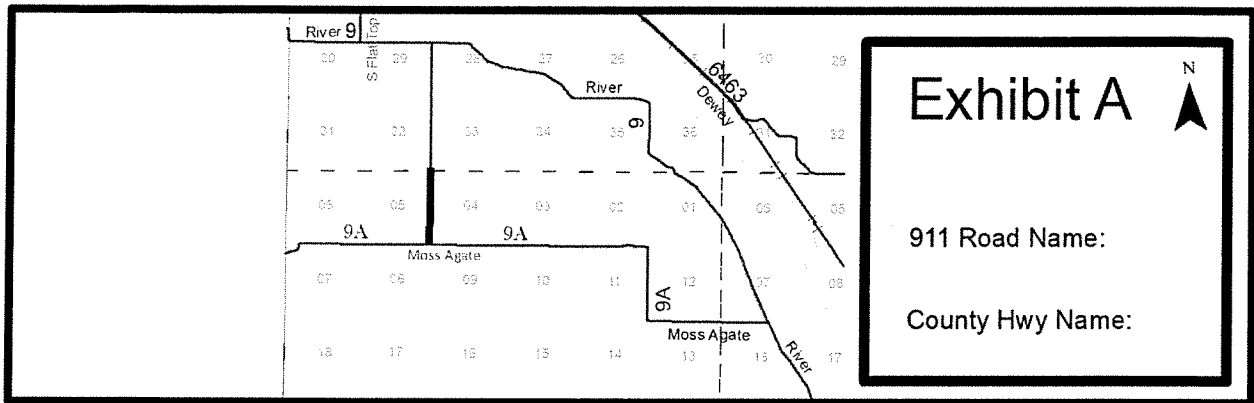
- Tall Grass Rd (a road on section line between sections 27 & 34 and sections 28 & 33, no county number) from 1/4 mile west of Plum Creek Rd to 1 mile east of Plum Creek Rd [see Exhibit F]

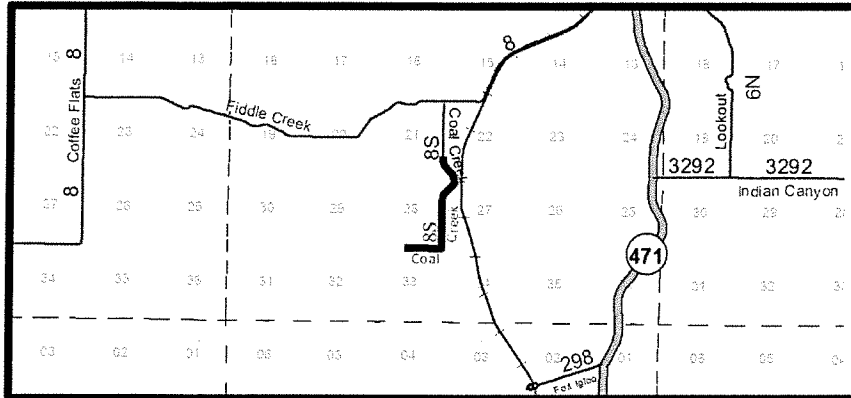
In Township 8S, Range 4E

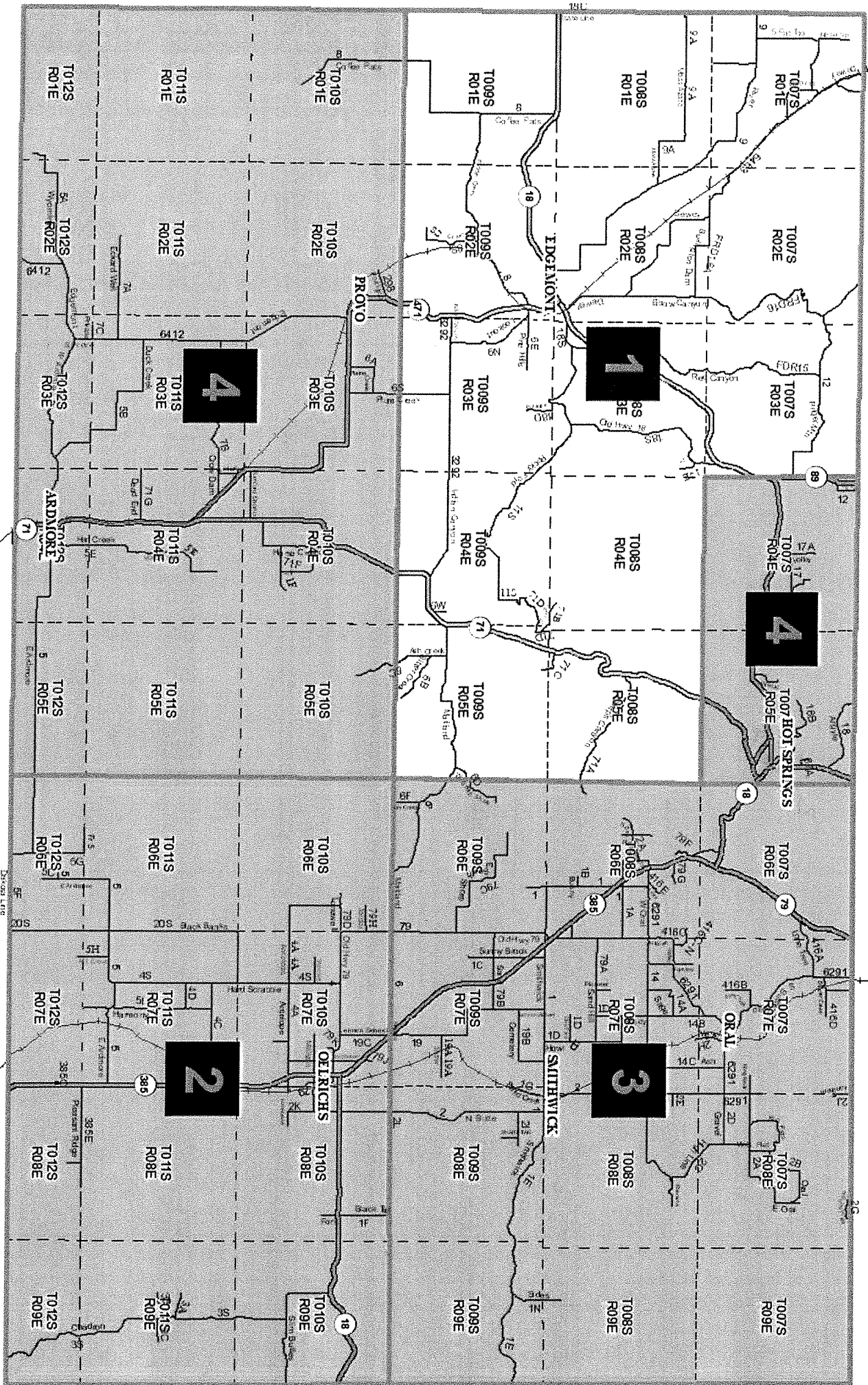
- Highland Rd (County 71B) from where road leaves section line in section 36 continuing west approximately 1/2 mile to section line between sections 35 & 36 [see Exhibit G]

In Township 9S, Ranges 4E & 5E

- Rocky Ford Rd (County 11S) from intersection with Highland Rd then meandering south and west across the Cheyenne River, then south along section line 12 then west 3/8 of a mile along section line 14 [see Exhibit H]







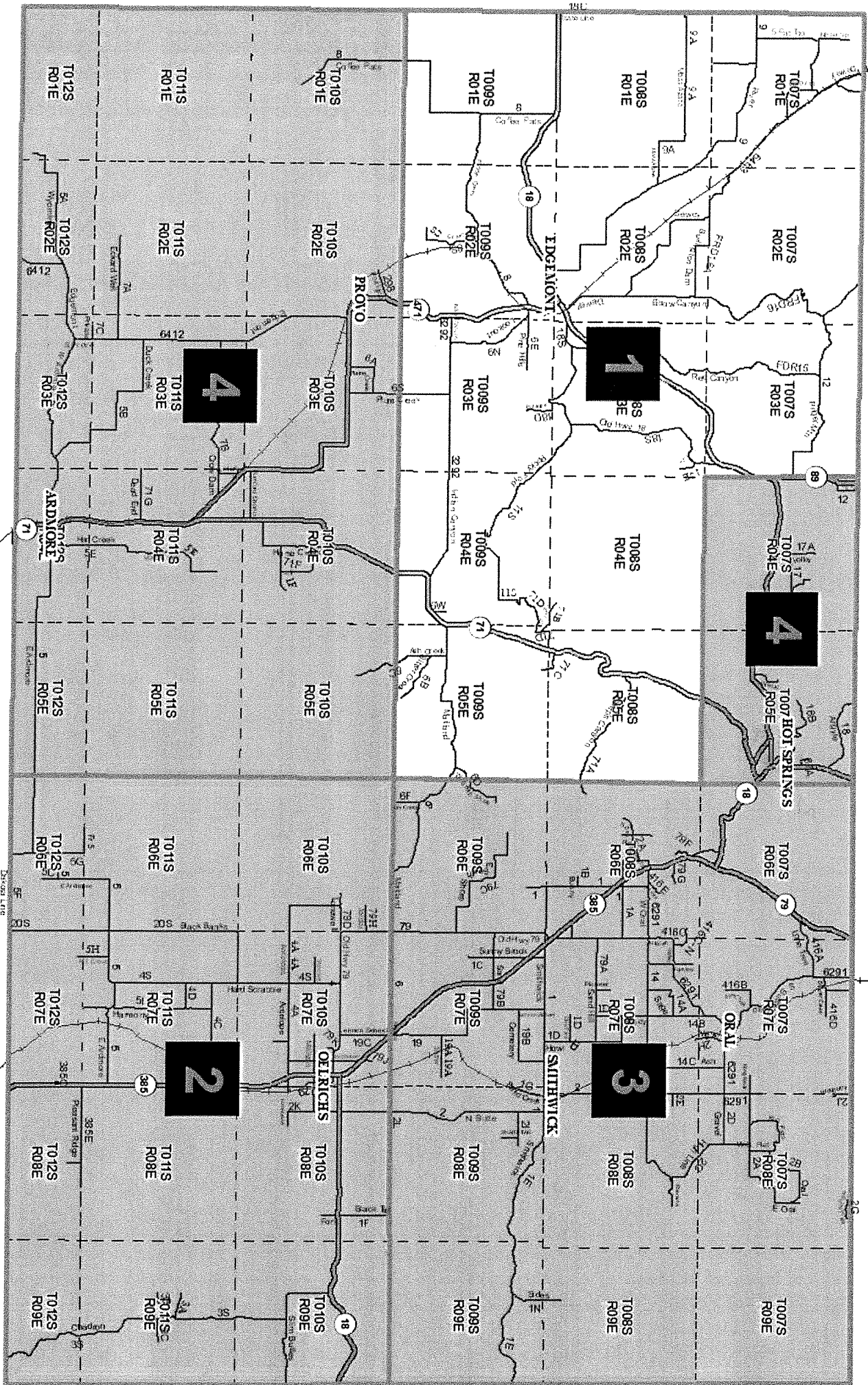
1

4

4

2

3



Tax Bill #2022-7511



Taxpayer:	ALLEN, TIMOTHY SHAWN &
Legal:	NE1/4SW1/4, SE1/4, SEC 10, TWP 8, RG 2,
Acres:	200
Property Address:	
Mailing Address:	11086 BURLINGTON DAM RD EDGEMONT SD 57735
Parcel Number:	170000080210300
Certificate Number:	
Second Owner name:	LORI LYNN

TOWNSHIP	\$145.34
COUNTY	\$844.45
EDGEMONT FD# 40	\$20.02
EDGE AMBULANCE	\$26.65
COUNTY LIBRARY	\$3.01
SCHOOL-OT	\$2,675.15
First Payment	\$1,857.31
Second Payment	\$1,857.31
Total	\$3,714.62

Receipts

Receipt #	Date	Total	Payer	
8150	Tue May 09 2023	\$1,872.77	WUEBBLES, JOYCE	Print

Abatements

Tax Bill Has No Abatements

2022 NA Value - \$256,000

2022 Ag Value - \$27,730

$$\frac{27,730 \times .85 \times 9.9754}{1000} = 235.12$$

Requested Refund/Abatement
Close
\$3,479.50

$$\begin{array}{r} 3714.62 \\ - 235.12 \\ \hline 3479.50 \end{array}$$

Applicant further states that the description of the property taxed, the year when taxed, the valuation thereof, the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refund of taxes asked for are as set out in the schedule hereto attached.

Wherefore, applicant asks said board of county commissioners to grant the relief required by law in such cases made and provided.

Allen, Timothy & Lori
P. O. Address 11086 Burlington Dam RD
Edgemont, SD 57735

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires _____

Notary Public

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

1st 1/2 pd

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
NE 1/4 SW 1/4, SE 1/4, Sec 10, TWP 8, Rg 2 B# 7511 17000-00802-10300	2022	\$256,000		\$374.62	\$3479.50	

Approved - Disapproved by City or Township Board _____, 20____.

Approved by authority of Subdivision of SDCL-10-18-1. _____, 20____.

Rejected: _____

Reasons: _____

Dated _____, 20____.

Applicant advised of action by notice dated _____, 20____.

No. _____ APPLICATION FOR ABATEMENT OR REFUND of _____

Mr. _____

P. O. _____

OFFICE OF COUNTY AUDITOR _____ County

Received and filed in my office on _____, 20____.

County Auditor. _____

By _____ Deputy.

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Fall River COUNTY, SOUTH DAKOTA:

STATE OF SOUTH DAKOTA

County of Fall River ss. }
Timothy + Lori Allen

being first duly sworn deposes

and says that he has ground for abatement or refund of taxes under the provisions of SDCL-10-18-1

as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise

stated:

1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;

2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;

3. When the complainant or the property is exempt from the tax;

4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;

5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;

6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

This parcel should have been Ag.

~~Timothy Allen~~
12/14/23

Dated this 15th day of December, 2020.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg

Fall River County Board of Commissioners

Motion made by Allen, seconded by Greenough to approve the following resolution:

FALL RIVER COUNTY RESOLUTION #2020-49

A Plat of Harry Tract, Irene Tract, and County Line Tract, all located in the NW1/4 of Section 1, T7S, R3E, BHM, Fall River County, South Dakota

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 15th day of December, 2020.

ATTEST:

/s/Sue Ganje

Fall River County Auditor

/s/Joe Falkenburg

Fall River County Board of Commissioners

Motion made by Russell, seconded by Allen, to approve the following resolution:

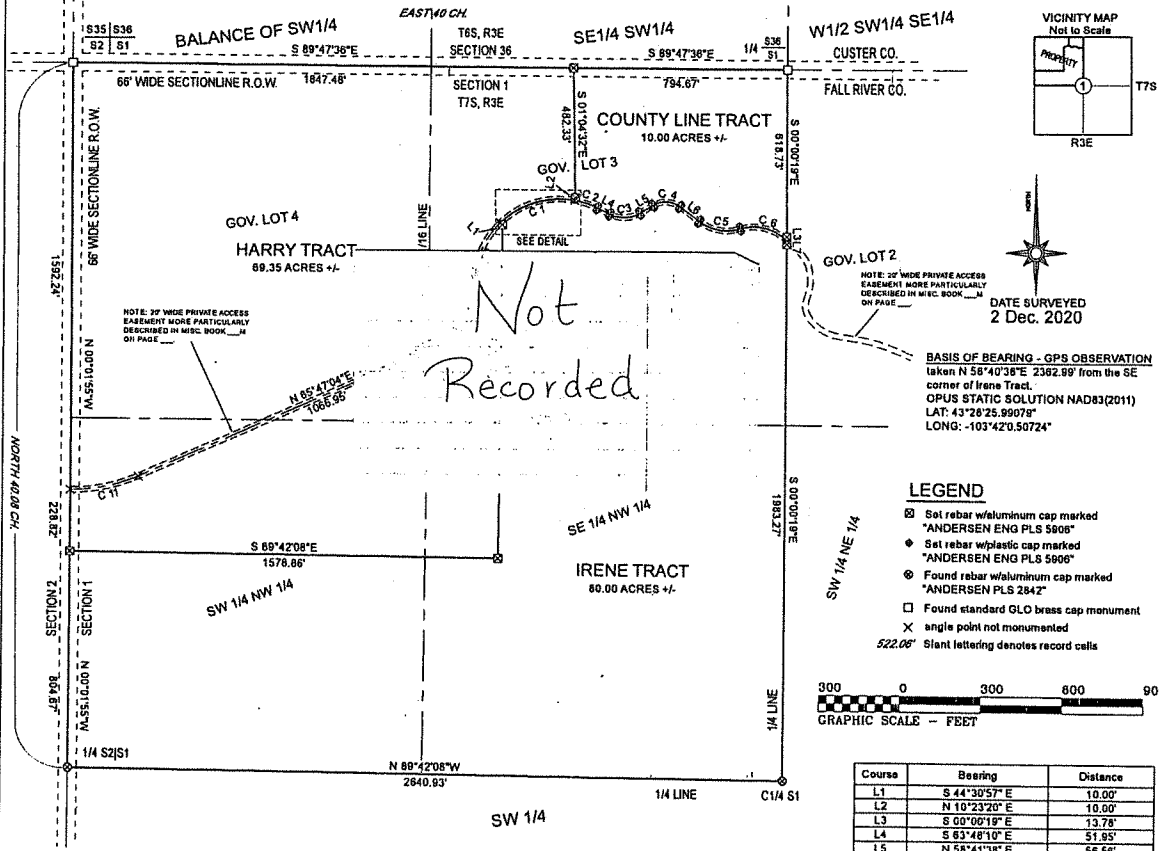
FALL RIVER COUNTY RESOLUTION #2020-50

A Plat of Solberg Tract 2 in Section 17, the W1/2 of Section 16, the N1/2N1/2 of Section 20, the W1/2 and the SE1/4 of Section 21, the S1/2 of Section 22, the N1/2 of Section 27 and the N1/2 of Section 28, all in T10S, R2E, BHM, Fall River County, South Dakota

Formerly the balance of that part of F.H.T Tract in Section 17, that part of F.H.T. Tract in the N1/2N1/2 of Section 20 and that part of FHT Tract in Sections 16, 21, 22, 27, and 28

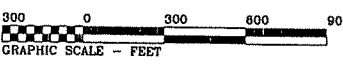
WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section

A PLAT OF
**HARRY TRACT, IRENE TRACT, AND COUNTY LINE TRACT, ALL LOCATED IN
 THE NW 1/4 OF SECTION 1, T7S, R3E, BHM, FALL RIVER COUNTY, SOUTH
 DAKOTA**



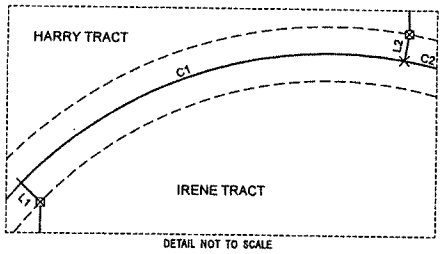
LEGEND

- ☒ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5906"
- ⊙ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- Found standard GLO brass cap monument
- X angle point not monumented
- 522.06' Slant lettering denotes record calls

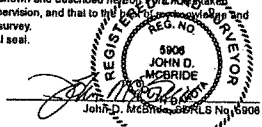


Course	Bearing	Distance
L1	S 44°30'57" E	10.00'
L2	N 10°23'20" E	10.00'
L3	S 60°06'19" E	13.78'
L4	S 63°48'10" E	51.95'
L5	N 58°41'38" E	56.56'
L6	S 53°40'58" E	68.83'
L7	N 00°00'19" W	14.14'
L8	N 76°09'34" E	85.72'
L9	N 08°06'55" W	72.66'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	314.14'	182.28'	298.59'	54°38'34"	18°14'21"	288.39'	N 72°47'54" E
C2	314.18'	44.35'	58.12'	49°04'14"	16°14'12"	87.83'	S 71°48'42" E
C3	115.58'	63.42'	116.00'	57°30'12"	49°30'17"	111.19'	N 87°28'44" E
C4	90.56'	60.65'	106.88'	67°37'25"	63°15'59"	100.79'	S 87°29'40" E
C5	172.36'	86.08'	158.66'	53°04'28"	33°14'28"	154.02'	S 80°13'09" E
C6	173.81'	103.98'	187.44'	61°45'05"	32°56'42"	178.50'	S 75°52'54" E
C7	314.14'	158.88'	293.87'	53°35'58"	18°14'21"	283.27'	S 18°41'04" W
C8	68.31'	60.00'	97.54'	84°16'33"	68°23'58"	88.98'	S 34°01'21" W
C9	164.84'	41.42'	81.16'	28°12'35"	34°45'30"	80.34'	S 62°03'20" W
C10	263.98'	41.42'	82.17'	17°50'01"	21°42'13"	81.84'	S 56°52'04" W
C11	600.00'	130.45'	256.90'	24°31'58"	9°32'57"	254.84'	S 78°03'02" W



CERTIFICATE OF SURVEYOR
 I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon, and that I have personally during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this 15 day of Dec., 2020.



CERTIFICATE OF COUNTY TREASURER
 I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this 15 day of Dec., 2020.



CERTIFICATE OF HIGHWAY AUTHORITY
 It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.
 Highway Authority: *R. Zuber* Date: 12/14/2020

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
 Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of adjoining plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and this plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
 Dated this 15 day of Dec., 2020.

Jessie Falkner Buss
 Chairperson, Fall River County Board of Commissioners

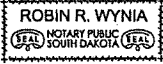
CERTIFICATE OF COUNTY AUDITOR
 I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the 15 day of Dec., 2020.

[Signature]
 Fall River County Auditor

STATE OF South Dakota, COUNTY OF Fall River
 We, Debra Irene Alexiou and Harry C. Fleming, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this 15 day of Dec., 2020.

ACKNOWLEDGMENT OF OWNERSHIP
 STATE OF South Dakota, COUNTY OF Fall River
 On this 15 day of Dec., 2020, before me, a Notary Public, personally appeared Debra Irene Alexiou & Harry C. Fleming, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Robin R. Wynia Nov. 13, 2024
 Notary Public My commission expires



CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION
 I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this 15 day of Dec., 2020.

[Signature]
 Director of Equalization of Fall River County

OFFICE OF THE REGISTER OF DEEDS
 Filed for record this ___ day of ___, 2020, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___

Prepared by
ANDERSEN ENGINEERS
 Land Surveyors, Professional Engineering, & Environmental Consultants

Drawn by DR/RW	Date 12/8/2020	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 12/11/2020	andersenengineers@gwc.net

INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR THE SDML WORKERS' COMPENSATION FUND

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

ARTICLE I NAME

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

ARTICLE II PURPOSE

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to

defend and protect in accordance with this agreement, any Member of the Fund against liability as outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

ARTICLE III MEMBERS COSTS

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:

1. Failure to make the required contributions on the date when due or within the period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

ARTICLE V COVERAGE

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees

outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned, at any time during the Liability Period, a Travel Advisory Ranking of "Level 4: Do Not Travel" as shown on the US Department of State – Bureau of Consular Affairs website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>.

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of

this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall not apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

9. Agreement Modifications. This Agreement may be amended by the Board of Trustees with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the Fund for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.

3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.
5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of

the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

ARTICLE VII MISCELLANEOUS

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**ARTICLE VIII
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

Notices to be given under this Agreement shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

**ARTICLE IX
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated _____ 2023


Name of Public Agency:

Authorized Signature: _____

Title: _____

Date _____ 2023

SDML Workers' Compensation Fund

By: 
Its: Administrator