

I Chris Yellow Thunder am interested
in being apart of the Prao Water Board.

Chris Yellow Thunder 3/12/2024

2 4 S C 0 9 FALL _

STATE OF SOUTH DAKOTA
COUNTY CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with County in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to provide community health services.

County will perform the following services:

- A. Provide/Assure the following:
 - i. Clerical support for the public health nursing services. Clerical staff must be competent in utilizing computer equipment including Microsoft Office applications and capable of learning multiple program specific software applications.
 - ii. Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.
 - iii. Clerical must complete general and program specific trainings required by Department of Health for the roles and responsibilities of the position, and participate in virtual informational meetings/updates relevant to service delivery.
 - iv. Office space sufficient to carry out ordinary day-to-day duties.
 - v. Maintenance and upkeep to the Community Health Office.
- B. Allow Department of Health nurse/health professional to participate in County Clerical interview process to provide a comprehensive description of the duties and responsibilities of the position and respond to any questions about the services that are provided.
- C. Pay up to a total of \$7,097.76 for community health nursing services rendered. The County agrees to pay said amount in installments of \$1,774.44 on or before each of the following dates:
 - i. January 15, 2024
 - ii. April 15, 2024

- iii. July 15, 2024
- iv. and October 15, 2024

Each installment is to be sent to the:
South Dakota Department of Health
Office of Child & Family Services
Attn: Leah McQuiston
615 East 4th Street
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2024 and will end on December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

With the exception of the following, County will not use State equipment, supplies or facilities:

- i. Computers, system furniture, and other equipment necessary to deliver services

4. COUNTY IDENTIFICATION

Upon execution of this Agreement, County will provide the State with County's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. STATE AGREES TO

A. State agrees to:

- i. Employ public health professionals and support staff to provide services to the County at a level determined necessary to serve the eligible populations. Services will typically be delivered in face-to-face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access many services any day of the week through virtual technology, which enhances opportunities in part-time offices. The primary focus of community health is preventive care and health education. Examples of services may include but are not limited to:
 - a. Pregnancy care education and assessments
 - b. Infant safe sleep education and equipment to ensure a safe sleep environment
 - c. Family Planning program services or referrals
 - d. Post-partum services
 - e. Developmental and Social-Emotional screening
 - f. Immunization Services

- g. Health and safety education to individuals and groups
 - h. Communicable disease prevention and intervention
 - i. Tuberculosis testing – TB medication management
 - j. Local Emergency Preparedness
 - k. Client need coordination and referral
 - l. Nutrition education
 - m. Collaboration with community partners
 - n. Oral health screening and education
 - o. Fluoride varnish application
 - p. Depression Screening
- ii. Provide oversight to assure that professional standards and program criteria are met. Review of records, direct observation of service delivery, review of statistical information and training will be provided to assure quality service.
 - iii. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
 - iv. Pay for telephone charges, computer equipment, network and support, office and medical supplies.
 - v. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

6. INDEMNIFICATION

County agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of performing services hereunder. County shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. County's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, County shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of County, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist County in the defense. This section does not require County to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

7. INSURANCE

At all times during the term of this Agreement, County shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

County shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$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. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insures, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

County shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insures, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

County shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, County shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, County agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. County shall furnish copies of insurance policies if requested by State.

8. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event County breaches any of the terms of conditions hereof, this Agreement may be terminated by State at any time, with or without notice. If termination for a breach is affected by the State, any payments due to County at the time of termination may be adjusted to cover any additional costs to the State because of County's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by County it is determined that County was not at fault, then County shall be paid for eligible services rendered and expenses incurred up to the date of termination.

9. AVAILABILITY OF FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress and or the State Legislature for this purpose. If for any reason the United States Congress or the State Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State upon five (5) business days written notice. County agrees that termination for any of these reasons is not a default by State nor does it give rise to a claim against State or any officer, agent or employee of the State, and County waives any claim against the same.

10. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for County, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement County certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, 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 Agreement. County 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 of this Agreement.

11. COMPLIANCE WITH EXECUTIVE ORDER 2023-02

County 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 Sub-County, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or Sub-County, County 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.

County further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. County 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.

12. COMPLIANCE WITH EXECUTIVE ORDER 2023-13

County (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement. By signing an Agreement, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

13. 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 State Contact Person on behalf of State, and by and to the County Contact Person on behalf of County, 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.

14. CONTROLLING LAW AND VENUE

This Agreement 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 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.

15. INDEPENDENT COUNTY

While performing services hereunder, County is an independent County and not an officer, agent, or employee of the State of South Dakota.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

17. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of State. County's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof and be signed by an authorized representative of each of the parties hereto.

18. COMPLIANCE

County will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

County agrees to abide by all applicable provisions of the following assurances: 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 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 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, a 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 contract.

19. REPORTING

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

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

20. SUBCONTRACTING

County may not use Sub-County to perform the services described herein without the express prior written consent of State. County will include provisions in its subcontracts requiring its Sub-County to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. County will cause its Sub-County, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards 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 Sub-County. County shall assist in the vetting process.

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

By signing this Agreement, County certifies that neither County nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. County further agrees that it will immediately notify the State if during the term of this Agreement County 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.

22. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior, or is considered by the State to be a security risk.

23. SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

24. 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.

25. FORCE MAJEURE

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance. For this clause to be exercised each party must provide a notice labeled Special Notice to the other party citing the condition for the delay and the expected length of time of the delay of performance.

26. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers, or employees.

28. HEADINGS

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

29. AUTHORITY TO EXECUTE

County represents and warrants that:

- A. County is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by County and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for County to enter into this Agreement and perform its obligations under this Agreement;
- C. County is duly authorized to conduct business in and is in good standing in each jurisdiction in which County will conduct business in connection with this Agreement; and
- D. County has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of County's performance of the services. County will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

30. DISCLOSURE OF THE CONTRACT

Neither party 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. The County acknowledges that the State of South Dakota 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, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The County agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

31. RECORD RETENTION

County agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

32. CONFIDENTIALITY

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the County by the State and all information, regardless of format, obtained by County through the provision of services as contemplated by this Agreement. County, and any person or entity affiliated with County, shall not disclose any Confidential 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. County, and any person or entity affiliated with County, shall not:

- A. disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement;
- B. make any use of Confidential Information except to exercise rights and perform obligations under this Agreement;
- C. make Confidential Information available to any of its employees, officers, agents, or County except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. County, and any person or entity affiliated with County, is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. County, and any person or entity affiliated with County, shall protect the 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.

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to County, and any person or entity affiliated with County;
- B. was known to County, and any person or entity affiliated with County, without restriction at the time of disclosure from the State;
- C. was disclosed with the prior written approval of State's officers or employees having authority to disclose such information;
- D. was independently developed by County, and any person or entity affiliated with County, without the benefit or influence of the State's information; or
- E. becomes known to County, and any person or entity affiliated with County, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers, or other clients to whom the State provides services of any kind. County understands that this information may be confidential and protected under applicable state or federal law. County agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, County agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and will limit access to the confidential information and related work activities to employees who have executed such agreements.

County will enforce the terms of this Confidentiality Provision to its fullest extent.

County agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter. County will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, County agrees to return to the State, at County's cost, any Confidential Information or documentation maintained by County regarding the services provided hereunder in a format readily useable by the State as mutually agreed by County and State.

33. WORK PRODUCT

County hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedure, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by County in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by County without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

34. INDEPENDENT COUNTY

County, as an independent County, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

35. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

County will not purchase capital assets or equipment using State funds.

36. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

37. AUDIT REQUIREMENTS (EXPENDING \$750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (County), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, the County must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required 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 completed satisfactorily.

38. CONFLICT OF INTEREST

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions 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. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

39. RECYCLING

State strongly encourages County to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

40. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, County agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit the completed fingerprint card to the South Dakota Division of Criminal Investigation. County shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, County agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify County.

41. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or County) and following a written request by the State, County agrees to provide to the State, at County's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by County and State.

42. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

43. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, County, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. County shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by County and any Sub-County, if applicable, under this Agreement. It shall be the duty of County to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. County represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

County shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. County shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that County's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by County shall not in any way relieve County of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of County's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein County shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by County's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to County. The State may, in its sole discretion, require County to cure such breaches. If it is necessary for County to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at County's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

44. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, County will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. County will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, County shall defend, indemnify, and hold the Department and their employees and agents

harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by County is enjoined based on an intellectual property infringement Claim, County shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

45. THIRD PARTY RIGHTS

County represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to County's knowledge, threatened suit by any such third party based on an alleged violation of such rights by County. County attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

46. PUBLICITY:

The award of this Agreement to County is not in any way an endorsement of County or County's services by the State and may not be so represented by County in any advertising or publicity materials. County agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. County further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. County may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

47. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County 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.

The parties signify their agreement by signing below.

DocuSigned by:

Beth Dokken

3/18/2024

TCDD4C705CCE447...

Beth Dokken, Director

Date

Division of Family and Community Health

Department of Health

DocuSigned by:

Joe Falkenburg

3/15/2024

C22200EF17484AB...

Chairman, County Commission

Date

Joe Falkenburg

Print or Type Chairman's Name

DocuSigned by:

Darcy McGuigan

3/18/2024

81AA09F85BFF428...

Darcy McGuigan, Director

Date

Division of Finance and Operations

Department of Health

joe.falkenburg@hotmail.com

Email

State Contact Person: Joel Arriolacolmenares

Phone: (605) 550-1995

County Contact Person: Sue Ganje

Phone: 605-745-5130

Email: sue.ganje@state.sd.us

ATTACHMENT A

STATE OF SOUTH DAKOTA
BUSINESS ASSOCIATE AGREEMENT

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

County 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 GA-13, 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.

Privacy and Security Requirements

1. As a Business Associate, County agrees:

- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
- b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a Sub-County, who has the consent from the State under Section 18 of the County Agreement, agrees to the same restrictions and conditions applicable to County, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). County also agrees to create and enforce business associate agreements (BAAs) with any and all Sub-County and to monitor such Sub-County for compliance with HIPAA provisions and to take reasonable

steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;

- e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by County as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State within twenty (20) calendar days of discovery of the breach. If the breach involves less than 500 persons the notification to the state may be provided within 30 calendar days of discovery. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). County will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. County will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
 - g. to comply with Policy 9 of the State Department of Health Procedure and Form Manual regarding HIPAA training, complete training within thirty (30) days of execution of the agreement and for all County employees and County to sign a verification of training. Policy 9 is attached herein.
2. Notwithstanding the prohibitions set forth in this agreement, County may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
- a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify County of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

County further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to County;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

The parties signify their agreement by signing below.

DocuSigned by:

Beth Dokken

3/18/2024

1CDD4C703CCE447...

Beth Dokken, Director
Division of Family and Community Health
Department of Health

Date

DocuSigned by:

Joe Falkenburg

3/15/2024

C22280EF17484AB...

Chairman, County Commission

Date

Joe Falkenburg

Print or Type Chairman's Name

DocuSigned by:

Darcy McGuigan

3/18/2024

81AA69F85BFF428...

Darcy McGuigan, Director
Division of Finance and Operations
Department of Health

Date

joefalkenburg@hotmail.com

Email



Privacy Training & Confidentiality Agreement

Objective

This policy is intended to provide guidance to Department of Health (DOH) workforce members (including management) on DOH's Health Information Portability and Accountability Act (HIPAA) privacy training policies and procedures to educate staff as to how to protect DOH client and program participant's Protected Health Information (PHI).

Policy Statement

The Department of Health (DOH) shall require its workforce members (including management at all levels) to complete HIPAA training. All new employees will complete the New Hire HIPAA training within thirty (30) days of their employment, and sign and return the DOH "Confidentiality Agreement" and the BHR HIPAA Training Verification forms to their supervisor. All DOH employees must also complete annual HIPAA training.

Procedure

- A. DOH HIPAA training shall ensure that workforce members are familiar with DOH's HIPAA privacy policies and procedures for protecting client and program participant privacy and securing PHI. Training shall enable DOH workforce members to understand the impact of PHI privacy and security on their day-to-day functions.
- B. DOH requires its workforce members, whose functions are affected by a material change in the DOH HIPAA privacy policies or procedures, to be trained within a reasonable period of time after the material change becomes effective.
- C. Training shall include information about responsibilities and accountability, including the sanctions exercised for non-compliance ranging from disciplinary actions to termination of employment.
- D. The new hire employee will sign and submit the BHR training verification form and DOH Confidentiality Agreement to their supervisor within thirty (30) days of their employment.
- E. Employees can find a copy of the DOH Confidentiality Agreement form on the **M: drive** (central office) or **X: drive** (field office). The verification form will be obtained at the conclusion of the BHR HIPAA training.
- F. A signed copy of the employee's Confidentiality Agreement and BHR Verification of HIPAA Training forms shall be kept in each employee's file.

CONFIDENTIALITY AGREEMENT
STATE OF SOUTH DAKOTA DEPARTMENT OF HEALTH

I, _____, have been trained and informed of the Administrative Policies and Procedures of the Department of Health (DOH) as related to the Health Insurance Portability and Accountability Act (HIPAA). The DOH places a high priority on maintaining the confidentiality of its program participant's information. I understand that I must ensure the privacy of program participants protected health information (PHI) held by the DOH.

I understand that non-compliance with the DOH Administrative Policies and Procedures is cause for disciplinary action up to and including dismissal from the DOH, as well as possible legal actions for any criminal or civil violations of applicable HIPAA regulations.

I agree to promptly report all violations, or suspected violations, of any of the DOH Administrative Policies and Procedures to my direct supervisor and the Department of Health HIPAA Compliance Officer.

DOH Employee/County/Student/Volunteer Signature

Date

Print Name

DOH Supervisor Signature

Date

Upon printing this page, I acknowledge that I have reviewed the presentation, and I am aware of the HIPAA requirements.

**HIPAA Training
Module Confidentiality
Agreement**

I, _____, have read and understand the State of South Dakota policies regarding the privacy of protected health information (PHI), as mandated by the Health Insurance Portability and Accountability Act. I have completed the HIPAA Training module which includes PHI use, disclosure, storage and destruction as required by HIPAA. I will follow the requirements presented in the HIPAA Training Module.

I hereby agree that I will not at any time – either during my employment with the State of South Dakota or after my employment ends – use, access or disclose PHI to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with the State of South Dakota or as permitted under HIPAA. I understand that this obligation extends to any PHI that I may acquire during the course of my employment, whether oral, written, or electronic form and regardless of the manner in which access was obtained.

I understand that unauthorized use or disclosure of PHI will result in disciplinary action, up to and including termination of employment and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment with the State of South Dakota, regardless of the reason for such termination.

Name: Jane Doe

Employee Number: 000000

Agency: DOH

Date Hired: 01/01/2018

Location: Pierre- Central Office

Signature: _____

Date: 3/28/2018 2:57:35 PM

STATE OF SOUTH DAKOTA
COUNTY CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

The State hereby enters into this agreement (Agreement) for services with County in consideration of and pursuant to the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The purpose of this contract is to provide community health services.

County will perform the following services:

A. Provide/Assure the following:

- i. Clerical support for the public health nursing services. Clerical staff must be competent in utilizing computer equipment including Microsoft Office applications and capable of learning multiple program specific software applications.
- ii. Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.
- iii. Clerical must complete general and program specific trainings required by Department of Health for the roles and responsibilities of the position, and participate in virtual informational meetings/updates relevant to service delivery.
- iv. Office space sufficient to carry out ordinary day-to-day duties.
- v. Maintenance and upkeep to the Community Health Office.

B. Allow Department of Health nurse/health professional to participate in County Clerical interview process to provide a comprehensive description of the duties and responsibilities of the position and respond to any questions about the services that are provided.

C. Pay up to a total of \$7,097.76 for community health nursing services rendered. The County agrees to pay said amount in installments of \$1,774.44 on or before each of the following dates:

- i. January 15, 2024
- ii. April 15, 2024

- iii. July 15, 2024
- iv. and October 15, 2024

Each installment is to be sent to the:
South Dakota Department of Health
Office of Child & Family Services
Attn: Leah McQuiston
615 East 4th Street
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective on January 1, 2024 and will end on December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

With the exception of the following, County will not use State equipment, supplies or facilities:

- i. Computers, system furniture, and other equipment necessary to deliver services

4. COUNTY IDENTIFICATION

Upon execution of this Agreement, County will provide the State with County's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

5. STATE AGREES TO

A. State agrees to:

- i. Employ public health professionals and support staff to provide services to the County at a level determined necessary to serve the eligible populations. Services will typically be delivered in face-to-face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access many services any day of the week through virtual technology, which enhances opportunities in part-time offices. The primary focus of community health is preventive care and health education. Examples of services may include but are not limited to:
 - a. Pregnancy care education and assessments
 - b. Infant safe sleep education and equipment to ensure a safe sleep environment
 - c. Family Planning program services or referrals
 - d. Post-partum services
 - e. Developmental and Social-Emotional screening
 - f. Immunization Services

- g. Health and safety education to individuals and groups
 - h. Communicable disease prevention and intervention
 - i. Tuberculosis testing – TB medication management
 - j. Local Emergency Preparedness
 - k. Client need coordination and referral
 - l. Nutrition education
 - m. Collaboration with community partners
 - n. Oral health screening and education
 - o. Fluoride varnish application
 - p. Depression Screening
- ii. Provide oversight to assure that professional standards and program criteria are met. Review of records, direct observation of service delivery, review of statistical information and training will be provided to assure quality service.
 - iii. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State's budgetary accounting system.
 - iv. Pay for telephone charges, computer equipment, network and support, office and medical supplies.
 - v. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

6. INDEMNIFICATION

County agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all actions, suits, damages, liability, or other proceedings that may arise as a result of performing services hereunder. County shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. County's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, County shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of County, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist County in the defense. This section does not require County to be responsible for or defend against claims or proceedings for damages, liabilities, losses, or equitable relief arising solely from errors or omissions of the State, its officers, agents, or employees.

7. INSURANCE

At all times during the term of this Agreement, County shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

County shall maintain occurrence-based commercial general liability insurance or equivalent form of coverage with a limit of not less than one million dollars (\$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. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

County shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each accident. This insurance shall include coverage for owned, hired and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers, and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

County shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota or federal law.

Before beginning work under this Agreement, County shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, County agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. County shall furnish copies of insurance policies if requested by State.

8. TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event County breaches any of the terms of conditions hereof, this Agreement may be terminated by State at any time, with or without notice. If termination for a breach is affected by the State, any payments due to County at the time of termination may be adjusted to cover any additional costs to the State because of County's breach. Upon termination the State may take over the work and may award another party a contract to complete the work contemplated by this Agreement. If after the State terminates for a breach by County it is determined that County was not at fault, then County shall be paid for eligible services rendered and expenses incurred up to the date of termination.

9. AVAILABILITY OF FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from Congress and or the State Legislature for this purpose. If for any reason the United States Congress or the State Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State upon five (5) business days written notice. County agrees that termination for any of these reasons is not a default by State nor does it give rise to a claim against State or any officer, agent or employee of the State, and County waives any claim against the same.

10. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

Executive Order 2020-01 provides that for County, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this Agreement County certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, 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 Agreement. County 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 of this Agreement.

11. COMPLIANCE WITH EXECUTIVE ORDER 2023-02

County 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 Sub-County, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or Sub-County, County 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.

County further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. County 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.

12. COMPLIANCE WITH EXECUTIVE ORDER 2023-13

County (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to any Agreement. By signing an Agreement, Offeror hereby certifies that the Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

13. 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 State Contact Person on behalf of State, and by and to the County Contact Person on behalf of County, 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.

14. CONTROLLING LAW AND VENUE

This Agreement 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 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.

15. INDEPENDENT COUNTY

While performing services hereunder, County is an independent County and not an officer, agent, or employee of the State of South Dakota.

16. THIRD PARTY BENEFICIARIES

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

17. ASSIGNMENT AND AMENDMENT

This Agreement may not be assigned without the express prior written consent of State. County's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof and be signed by an authorized representative of each of the parties hereto.

18. COMPLIANCE

County will comply with all federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits, requirements, and other standards applicable to the services provided under this Agreement and will be solely responsible for obtaining current information regarding the foregoing. Nothing herein shall constitute a waiver by the State to any defense to jurisdiction nor shall anything herein constitute an acknowledgement by the State that any tribe has or exercises any jurisdiction over this Agreement or the parties.

County agrees to abide by all applicable provisions of the following assurances: 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 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 C.F.R. Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, a 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 contract.

19. REPORTING

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

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

20. SUBCONTRACTING

County may not use Sub-County to perform the services described herein without the express prior written consent of State. County will include provisions in its subcontracts requiring its Sub-County to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. County will cause its Sub-County, agents, and employees to comply with applicable federal, tribal, state, and local laws, regulations, ordinances, guidelines, permits and other standards 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 Sub-County. County shall assist in the vetting process.

21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

By signing this Agreement, County certifies that neither County nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. County further agrees that it will immediately notify the State if during the term of this Agreement County 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.

22. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person from performing services under this Agreement who the State believes would be detrimental to the services, presents insufficient skills, presents inappropriate behavior, or is considered by the State to be a security risk.

23. SEVERABILITY

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

24. 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.

25. FORCE MAJEURE

Notwithstanding anything in this Agreement to the contrary, neither party shall be liable for any delay or failure to perform under the terms and conditions of this Agreement, if the delay or failure is caused by war, terrorist attacks, riots, civil commotion, fire, flood, quarantine, epidemic, pandemic, earthquake or any act of God, or other causes beyond the party's reasonable control provided, however, that in order to be excused from delay or failure to perform, the party must act diligently to remedy the cause of such delay or failure and must give notice to the other party as provided in this Agreement as soon as reasonably possible of the length and cause of the delay in performance. For this clause to be exercised each party must provide a notice labeled Special Notice to the other party citing the condition for the delay and the expected length of time of the delay of performance.

26. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision in this Agreement.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers, or employees.

28. HEADINGS

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

29. AUTHORITY TO EXECUTE

County represents and warrants that:

- A. County is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- B. The execution, delivery and performance of this Agreement has been duly authorized by County and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for County to enter into this Agreement and perform its obligations under this Agreement;
- C. County is duly authorized to conduct business in and is in good standing in each jurisdiction in which County will conduct business in connection with this Agreement; and
- D. County has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of County's performance of the services. County will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

30. DISCLOSURE OF THE CONTRACT

Neither party 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. The County acknowledges that the State of South Dakota 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, without limitation, posting this Agreement on the website pursuant to SDCL 1-27-46. The County agrees that the Agreement and any prices, fees and rates agreed to be paid by the State under the Agreement are not confidential.

31. RECORD RETENTION

County agrees to maintain all records that are pertinent to this contract and retain them for a period of six (6) years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.

32. CONFIDENTIALITY

For the purpose of this Agreement, "Confidential Information" shall include all information, regardless of its format, disclosed to the County by the State and all information, regardless of format, obtained by County through the provision of services as contemplated by this Agreement. County, and any person or entity affiliated with County, shall not disclose any Confidential 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. County, and any person or entity affiliated with County, shall not:

- A. disclose any Confidential Information to any third person unless otherwise specifically allowed under this Agreement;
- B. make any use of Confidential Information except to exercise rights and perform obligations under this Agreement;
- C. make Confidential Information available to any of its employees, officers, agents, or County except those who have agreed, by contract, to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. County, and any person or entity affiliated with County, is held to the same standard of care in guarding Confidential Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding Confidential Information in the strictest confidence. County, and any person or entity affiliated with County, shall protect the 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.

Confidential Information shall not include information that:

- A. was in the public domain at the time it was disclosed to County, and any person or entity affiliated with County;
- B. was known to County, and any person or entity affiliated with County, without restriction at the time of disclosure from the State;
- C. was disclosed with the prior written approval of State's officers or employees having authority to disclose such information;
- D. was independently developed by County, and any person or entity affiliated with County, without the benefit or influence of the State's information; or
- E. becomes known to County, and any person or entity affiliated with County, without restriction, from a source not connected to the State of South Dakota.

Confidential Information can include, but is not limited to, names, social security numbers, employer numbers, addresses and all other data about applicants, participants, employers, or other clients to whom the State provides services of any kind. County understands that this information may be confidential and protected under applicable state or federal law. County agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently.

If work assignments performed in the course of this Agreement require additional security requirements or clearance, County agrees that its officers, agents and employees may be required to undergo investigation or may be required to sign separate confidentiality agreements, and will limit access to the confidential information and related work activities to employees who have executed such agreements.

County will enforce the terms of this Confidentiality Provision to its fullest extent.

County agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality Provision and to immediately notify the State of such matter. County will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, County agrees to return to the State, at County's cost, any Confidential Information or documentation maintained by County regarding the services provided hereunder in a format readily useable by the State as mutually agreed by County and State.

33. WORK PRODUCT

County hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedure, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by County in connection with the performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by County without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

34. INDEPENDENT COUNTY

County, as an independent County, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

35. PURCHASE OF CAPITAL ASSETS OR EQUIPMENT

County will not purchase capital assets or equipment using State funds.

36. INTEGRATION

This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements, and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.

37. AUDIT REQUIREMENTS (EXPENDING \$750,000 OR MORE)

A nonprofit subrecipient, (as well as profit hospitals) (County), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, the County must request an extension from the federal agency for which the majority of federal expenditures relates.

Failure to complete audit(s) as required 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 completed satisfactorily.

38. CONFLICT OF INTEREST

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions 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. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

39. RECYCLING

State strongly encourages County to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

40. CRIMINAL BACKGROUND CHECKS

Pursuant to SDCL 5-18D-28, County agrees that each person who has access to confidential information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement shall submit to and successfully pass a state and federal criminal background investigation and submit to a fingerprint check by the South Dakota Division of Criminal Investigation and the Federal Bureau of Investigation before being granted access to any Confidential Information. The appointing authority shall submit the completed fingerprint card to the South Dakota Division of Criminal Investigation. County shall be responsible for payment of any fee charged for the cost of fingerprinting and the criminal background investigation. If a disqualifying record is discovered, County agrees that such individual will not have access to the Confidential Information obtained from the United States Internal Revenue Service or an authorized secondary source pursuant to this Agreement. The State shall have the sole discretion to determine whether a record is disqualifying and will immediately notify County.

41. TRANSFER OF INFORMATION

Upon termination of this Agreement (whether initiated by the State or County) and following a written request by the State, County agrees to provide to the State, at County's expense, any data and other pertinent records related to services performed under this Agreement ("Information") to the State or a designee chosen by the State ("Recipient") within thirty (30) days, unless otherwise agreed by the parties. The transfer of Information shall be conducted based upon the State's standards and in accordance with all applicable laws and regulations in a format readily usable by the State or Recipient as mutually agreed by County and State.

42. OTHER METHODS OF NOTICE

The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing provided that delivery is confirmed.

43. DILIGENCE AND SKILL

In the performance of these services and providing the deliverables under the Agreement, County, and its employees shall exercise the degree of skill and care consistent with customarily accepted practices and procedures for the performance of the type of services required. County shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services and deliverables furnished by County and any Sub-County, if applicable, under this Agreement. It shall be the duty of County to assure that its services and deliverables are technically sound and in conformance with all pertinent technical codes and standards. County represents and warrants that: (i) it shall give high priority to the performance of the services; and (ii) the services shall be performed in a timely manner.

County shall be responsible to the State for material deficiencies in the contracted deliverables and services which result from the failure to meet the standard given herein. County shall promptly correct or revise any material errors or omissions in deliverables and re-perform any services which are not in compliance with such representations and warranties at no cost to the State, provided that County's failure to comply is not due solely to the actions, errors, or omissions of the State.

Permitted or required approval by the State of any services or deliverables furnished by County shall not in any way relieve County of its responsibility for the professional quality and technical accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of County's services or deliverables herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and except as provided herein County shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by County's performance or failure to perform under this Agreement.

In the event of a breach of these representations and warranties, the State shall provide telephonic or electronic notice to County. The State may, in its sole discretion, require County to cure such breaches. If it is necessary for County to send at least one qualified and knowledgeable representative to the State's site where the system is located, this will be done at County's expense. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the site. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement or by law.

44. INTELLECTUAL PROPERTY

In connection with the performance of this Agreement and the provision of services and deliverables under this Agreement, County will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. County will not improperly use any trade secrets, or confidential or proprietary information owned by any third party in performing this Agreement or the services related to this Agreement. To the fullest extent permitted by law, County shall defend, indemnify, and hold the Department and their employees and agents

harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If the Department's use of Goods or Services provided by County is enjoined based on an intellectual property infringement Claim, County shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

45. THIRD PARTY RIGHTS

County represents and warrants that it has the full power and authority to grant the rights described in this Agreement without violating any rights of any third party, and that there is currently no actual or, to County's knowledge, threatened suit by any such third party based on an alleged violation of such rights by County. County attests that no access of the State to software or hardware infringes upon the intellectual property rights of a third party.

46. PUBLICITY:

The award of this Agreement to County is not in any way an endorsement of County or County's services by the State and may not be so represented by County in any advertising or publicity materials. County agrees to submit to the State all advertising, sales promotion, and other publicity relating to this Agreement wherein the State's name is mentioned, or language is used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. County further agrees not to publish or use such advertising, sales promotion, or publicity without the prior written consent of the State. County may not in any way contract on behalf of or in the name of the State, nor may release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the State.

47. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

County 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.

The parties signify their agreement by signing below.

DocuSigned by:

Beth Dokken

3/18/2024

Beth Dokken, Director

Date

Division of Family and Community Health

Department of Health

DocuSigned by:

Joe Falkenburg

3/15/2024

Chairman, County Commission

Date

Joe Falkenburg

Print or Type Chairman's Name

DocuSigned by:

Darcy McGuigan

3/18/2024

Darcy McGuigan, Director

Date

Division of Finance and Operations

Department of Health

joefalkenburg@hotmail.com

Email

State Contact Person: Joel Arriolacolmenares

Phone: (605) 550-1995

County Contact Person: Sue Ganje

Phone: 605-745-5130

Email: sue.ganje@state.sd.us

ATTACHMENT A

STATE OF SOUTH DAKOTA
BUSINESS ASSOCIATE AGREEMENT

Fall River County Commission
906 N River Street
Hot Springs, SD 57747
(605) 745-5130

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

County 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 GA-13, 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.

Privacy and Security Requirements

1. As a Business Associate, County agrees:

- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
- b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a Sub-County, who has the consent from the State under Section 18 of the County Agreement, agrees to the same restrictions and conditions applicable to County, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). County also agrees to create and enforce business associate agreements (BAAs) with any and all Sub-County and to monitor such Sub-County for compliance with HIPAA provisions and to take reasonable

steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;

- e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by County as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State within twenty (20) calendar days of discovery of the breach. If the breach involves less than 500 persons the notification to the state may be provided within 30 calendar days of discovery. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). County will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. County will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
 - g. to comply with Policy 9 of the State Department of Health Procedure and Form Manual regarding HIPAA training, complete training within thirty (30) days of execution of the agreement and for all County employees and County to sign a verification of training. Policy 9 is attached herein.
2. Notwithstanding the prohibitions set forth in this agreement, County may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
- a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify County of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

County further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to County;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

The parties signify their agreement by signing below.

DocuSigned by:

Beth Dokken

3/18/2024

Beth Dokken, Director

Date

Division of Family and Community Health
Department of Health

DocuSigned by:

Joe Falkenburg

3/15/2024

Chairman, County Commission

Date

Joe Falkenburg

Print or Type Chairman's Name

DocuSigned by:

Darcy McGuigan

3/18/2024

Darcy McGuigan, Director

Date

Division of Finance and Operations
Department of Health

joefalkenburg@hotmail.com

Email



Privacy Training & Confidentiality Agreement

Objective

This policy is intended to provide guidance to Department of Health (DOH) workforce members (including management) on DOH's Health Information Portability and Accountability Act (HIPAA) privacy training policies and procedures to educate staff as to how to protect DOH client and program participant's Protected Health Information (PHI).

Policy Statement

The Department of Health (DOH) shall require its workforce members (including management at all levels) to complete HIPAA training. All new employees will complete the New Hire HIPAA training within thirty (30) days of their employment, and sign and return the DOH "Confidentiality Agreement" and the BHR HIPAA Training Verification forms to their supervisor. All DOH employees must also complete annual HIPAA training.

Procedure

- A. DOH HIPAA training shall ensure that workforce members are familiar with DOH's HIPAA privacy policies and procedures for protecting client and program participant privacy and securing PHI. Training shall enable DOH workforce members to understand the impact of PHI privacy and security on their day-to-day functions.
- B. DOH requires its workforce members, whose functions are affected by a material change in the DOH HIPAA privacy policies or procedures, to be trained within a reasonable period of time after the material change becomes effective.
- C. Training shall include information about responsibilities and accountability, including the sanctions exercised for non-compliance ranging from disciplinary actions to termination of employment.
- D. The new hire employee will sign and submit the BHR training verification form and DOH Confidentiality Agreement to their supervisor within thirty (30) days of their employment.
- E. Employees can find a copy of the DOH **Confidentiality Agreement** form on the **M: drive** (central office) or **X: drive** (field office). The verification form will be obtained at the conclusion of the BHR HIPAA training.
- F. A signed copy of the employee's **Confidentiality Agreement** and **BHR Verification of HIPAA Training** forms shall be kept in each employee's file.

CONFIDENTIALITY AGREEMENT
STATE OF SOUTH DAKOTA DEPARTMENT OF HEALTH

I, _____, have been trained and informed of the Administrative Policies and Procedures of the Department of Health (DOH) as related to the Health Insurance Portability and Accountability Act (HIPAA). The DOH places a high priority on maintaining the confidentiality of its program participant's information. I understand that I must ensure the privacy of program participants protected health information (PHI) held by the DOH.

I understand that non-compliance with the DOH Administrative Policies and Procedures is cause for disciplinary action up to and including dismissal from the DOH, as well as possible legal actions for any criminal or civil violations of applicable HIPAA regulations.

I agree to promptly report all violations, or suspected violations, of any of the DOH Administrative Policies and Procedures to my direct supervisor and the Department of Health HIPAA Compliance Officer.

DOH Employee/County/Student/Volunteer Signature

Date

Print Name

DOH Supervisor Signature

Date

Upon printing this page, I acknowledge that I have reviewed the presentation, and I am aware of the HIPAA requirements.

**HIPAA Training
Module Confidentiality
Agreement**

I, _____, have read and understand the State of South Dakota policies regarding the privacy of protected health information (PHI), as mandated by the Health Insurance Portability and Accountability Act. I have completed the HIPAA Training module which includes PHI use, disclosure, storage and destruction as required by HIPAA. I will follow the requirements presented in the HIPAA Training Module.

I hereby agree that I will not at any time – either during my employment with the State of South Dakota or after my employment ends – use, access or disclose PHI to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with the State of South Dakota or as permitted under HIPAA. I understand that this obligation extends to any PHI that I may acquire during the course of my employment, whether oral, written, or electronic form and regardless of the manner in which access was obtained.

I understand that unauthorized use or disclosure of PHI will result in disciplinary action, up to and including termination of employment and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment with the State of South Dakota, regardless of the reason for such termination.

Name: Jane Doc

Employee Number: 000000

Agency: DOH

Date Hired: 01/01/2018

Location: Pierre- Central Office

Signature: _____

Date: 3/28/2018 2:57:35 PM

Proclamation

Whereas, Fall River Board of County Commissioners have designated March 28, 2024, as a day to honor Randy Seiler, Fall River County Highway Superintendent;

Whereas, Seiler began his journey with Fall River County in the year 2000, but has worked in County government for a total of 45 years;

Whereas, Seiler has devoted his energy to promoting positive relations and holding the position that he served to higher standards;

Now, therefore, the Fall River Board of County Commissioners calls upon all citizens of Fall River County to observe the day of March 28, 2024, in recognition of the nearly 24 years of service by Seiler, who by his devotion to the County, has rendered invaluable service to our residents; and

We further call upon the citizens of Fall River County to honor Seiler for his professionalism in the role of County Highway Superintendent.

Now Therefore, Be It Resolved, that the County Commissioners of Fall River County give thanks to the service Seiler has rendered unto Fall River County and the State of South Dakota.

Dated this 21st day of March, 2024.

*Joe Falkenburg
Fall River County Commissioner*

ATTEST:

Sue Ganje, Fall River County Auditor

EMAIL BID: TODDIBIS@VOLLANOIL.COM

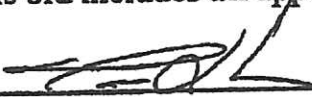
**TO: FALL RIVER COUNTY HIGHWAY DEPT. FAX # 745-5912
PHONE # 745-5137**

DATE: 03/11/2024

FROM: VOLLAN OIL PHONE: 605-529-5458

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

AMOUNT OF BID: \$24,960.00 (\$3.12/gallon)
(This bid includes all appropriate taxes and fees)

Signed By: 

*** Awarded ***

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

FAXED BID: 6057454188

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

DATE: 03/11/2024

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

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

AMOUNT OF BID: #2: \$3.22/gal , #1: \$3.42/gal
(This bid includes all appropriate taxes and fees)

\$3.32/gal.

Signed By: Andrew Nelson

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 today's 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: 03/11/2024

FROM: MG OIL PHONE: 605-343-5984

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

AMOUNT OF BID: No bid!
(This bid includes all appropriate taxes and fees)

Signed By: _____

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



info@TrueNorthSteel.com
TrueNorthSteel.com

220 Fourth Street NW
Huron, SD 57350
Phone: 605.352.8643
Fax: 605.352.8645

RECEIVED

JAN - 9 2024

BEADLE COUNTY AUDITOR

Board of County Commissioners
Beadle County,
Huron, South Dakota

Dear County Commissioners:

In reply to your advertisement asking for bids on **Corrugated Metal Culverts** to be opened on January 9th, 2024, we are pleased to submit the following prices.
FOB Beadle County. Our culverts meet all South Dakota DOT specifications.
We are in the position to make delivery on most orders in 24 hours.

The continuous lengths of round spiral culverts that we are able to make is as follows:

- 12" diameter - 12 to 30 feet
- 15" through 36" diameter - 12 to 50 feet
- 42" through 54" diameter - 12 to 60 feet
- 60" diameter and up - 80 feet is the longest normally stocked
- 5 x 1 Spiral Arch Culverts can be deformed in one piece lengths up to 80 feet.
- 2% Discount on orders picked up at our Huron SD location.

We are a SOUTH DAKOTA manufacturer and supplier.

Steven Anderson
TrueNorth Steel Company

Approved
1-9-2024



2024 County Price List

South Dakota

SDC

GALVANIZED CORRUGATED METAL PIPE

2 2/3"X1/2" CORRUGATIONS

ROUND							ARCHED						
Ga.	Dia.	Helical	Annular	End Section	Bands		Equiv. Dia.	Span x Rise	Helical	Annular	End Section	Bands	
					12" Wide	24" Wide						12" Wide	24" Wide
16 Gauge	6***	\$10.75	---	\$200.00	\$18.00	**Bands are 2 piece / 7" Wide and are required to attach End Section							
	8***	\$15.05	---	\$206.70	\$18.20								
	10***	\$17.20	15.84	\$213.40	\$28.50								
	12"	\$16.50	\$19.80	\$105.00	\$33.00								
	15"	\$19.80	\$23.76	\$133.40	\$39.60		15"	17"X13"	\$22.80	\$26.16	\$118.40	\$45.60	\$68.40
	18"	\$24.75	\$29.70	\$171.70	\$49.50		18"	21"X15"	\$28.50	\$32.70	\$163.40	\$57.00	\$85.50
	21"	\$28.05	\$33.66	\$183.40	\$56.10		21"	24"X18"	\$32.30	\$37.06	\$198.40	\$64.60	\$96.90
	24"	\$31.35	\$37.62	\$268.40	\$62.70		24"	28"X20"	\$36.10	\$41.42	\$200.00	\$72.20	\$108.30
	30"	\$39.60	\$47.52	\$520.00	\$79.20		30"	35"X24"	\$45.60	\$52.32	\$333.40	\$91.20	\$136.80
14 Gauge	36"	\$47.85	\$57.42	\$720.00	\$95.70	\$143.55	36"	42"X29"	\$55.10	\$63.22	\$526.70	\$110.20	\$165.30
	18"	\$29.70	\$35.64	\$171.70	\$49.50	\$74.25	18"	21"X15"	\$34.20	\$39.24	\$163.40	\$57.00	\$85.50
	21"	\$34.65	\$41.58	\$183.40	\$56.10	\$84.15	21"	24"X18"	\$39.90	\$45.78	\$198.40	\$64.60	\$96.90
	24"	\$39.60	\$47.52	\$268.40	\$62.70	\$94.05	24"	28"X20"	\$45.60	\$52.32	\$200.00	\$72.20	\$108.30
	30"	\$49.50	\$59.40	\$520.00	\$79.20	\$118.80	30"	35"X24"	\$57.00	\$65.40	\$333.40	\$91.20	\$136.80
	36"	\$59.40	\$71.28	\$720.00	\$95.70	\$143.55	36"	42"X29"	\$68.40	\$78.48	\$526.70	\$110.20	\$165.30
	42"	\$69.30	\$83.16	\$1,261.70	\$112.20	\$168.30	42"	48"X33"	\$79.80	\$91.56	\$908.40	\$129.20	\$193.80
	48"	\$79.20	\$95.04	\$1,468.40	\$125.40	\$188.10							
ROUND							ARCHED						
Ga.	Dia.	Helical	Annular	End Section	Bands		Equiv. Dia.	Span x Rise	Helical	Annular	End Section	Bands	
					12" Wide	24" Wide						12" Wide	24" Wide
12 Gauge	36"	\$80.85	\$97.02	\$720.00	\$95.70	\$143.55	36"	42"X29"	\$93.10	\$106.82	\$526.70	\$110.20	\$165.30
	42"	\$94.05	\$112.86	\$1,261.70	\$112.20	\$168.30	42"	48"X33"	\$108.30	\$124.26	\$908.40	\$129.20	\$193.80
	48"	\$107.25	\$128.70	\$1,468.40	\$125.40	\$188.10	48"	57"X38"	\$123.50	\$141.70	\$1,131.70	\$144.40	\$216.60
	54"	\$120.45	\$144.54	\$1,740.00		\$217.80	54"	64"X43"	\$138.70	\$159.14	\$1,573.40		\$250.80
	60"	\$133.65	\$160.38	\$2,610.00		\$242.55							
	72"	\$160.05	\$192.06	\$3,110.00		\$292.05							
10 Gauge	48"	\$135.30	\$162.36	\$1,468.40	\$125.40	\$188.10	48"	57"X38"	\$155.80	\$178.76	\$1,131.70	\$144.40	\$216.60
	54"	\$151.80	\$182.16	\$1,740.00		\$217.80	54"	64"X43"	\$174.80	\$200.56	\$1,573.40		\$250.80
	60"	\$169.95	\$203.94	\$2,610.00		\$242.55	60"	71"X47"	\$195.70	\$224.54	\$2,311.70		\$279.30
	72"	\$202.95	\$243.54	\$3,110.00		\$292.05							
	78"	\$221.10	\$265.32	\$3,371.70		\$381.15							
	84"	\$239.25	\$287.10	\$4,501.70		\$410.85							

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Huron
220 4th Street NW
Huron, SD 57350
Phone: 605-352-8643
Fax: 605-352-8645



Effective Date:
1/1/2024

2024 County Price List
South Dakota

SDC

GALVANIZED CORRUGATED METAL PIPE

5"X1" CORRUGATIONS

ROUND							ARCHED						
Ga.	Dia.	Helical	Annular	End Section	Bands		Equiv. Dia.	Span x Rise	Helical	Annular	End Section	Bands	
					12" Wide	24" Wide						12" Wide	24" Wide
16 Gauge	48"	\$66.12	---	\$1,468.40		\$188.10							
	54"	\$76.56	---	\$1,740.00		\$217.80							
	60"	\$85.26	---	\$2,610.00		\$242.55							
	66"	\$92.22	---	\$2,805.00		\$262.35							
	72"	\$102.66	---	\$3,110.00		\$292.05							
14 Gauge	48"	\$83.52	---	\$1,468.40		\$188.10							
	54"	\$93.96	---	\$1,740.00		\$217.80							
	60"	\$102.66	---	\$2,610.00		\$242.55							
	66"	\$114.84	---	\$2,805.00		\$262.35							
	72"	\$125.28	---	\$3,110.00		\$292.05							
12 Gauge	48"	\$113.10	---	\$1,468.40		\$188.10	48"	53"X41"	\$124.80	---	\$1,633.40		\$216.60
	54"	\$127.02	---	\$1,740.00		\$217.80	54"	60"X46"	\$140.16	---	\$2,218.40		\$250.80
	60"	\$140.94	---	\$2,610.00		\$242.55	60"	66"X51"	\$155.52	---	\$2,930.00		\$279.30
	72"	\$168.78	---	\$3,110.00		\$292.05	72"	81"X59"	\$186.24	---	\$4,141.70		\$336.30
	78"	\$182.70	---	\$3,371.70		\$381.15	78"	87"X63"	\$201.60	---	\$5,635.00		\$438.90
	84"	\$196.62	---	\$4,501.70		\$410.85	84"	95"X67"	\$216.96	---	\$5,815.00		\$473.10
	90"	\$210.54	---	\$8,040.00		\$435.60	90"	103"X71"	\$232.32	---	\$6,511.70		\$501.60
	96"	\$226.20	---	\$8,288.40		\$470.25	96"	112"X75"	\$249.60	---	\$7,531.70		\$541.50
	108"	\$254.04	---	---		\$524.70	108"	128"X83"	\$280.32	---	---		\$604.20
	120"	\$281.88	---	---		\$801.90							
	132"	\$313.20	---	---		\$891.00							
10 Gauge	48"	\$142.68	---	\$1,468.40		\$188.10	48"	53"X41"	\$157.44	---	\$1,633.40		\$216.60
	54"	\$160.08	---	\$1,740.00		\$217.80	54"	60"X46"	\$176.64	---	\$2,218.40		\$250.80
	60"	\$179.22	---	\$2,610.00		\$242.55	60"	66"X51"	\$197.76	---	\$2,930.00		\$279.30
	72"	\$214.02	---	\$3,110.00		\$292.05	72"	81"X59"	\$236.16	---	\$4,141.70		\$336.30
	84"	\$252.30	---	\$4,501.70		\$410.85	84"	95"X67"	\$278.40	---	\$5,815.00		\$473.10
	90"	\$267.96	---	\$8,040.00		\$435.60	90"	103"X71"	\$295.68	---	\$6,511.70		\$501.60
	96"	\$288.84	---	\$8,288.40		\$470.25	96"	112"X75"	\$318.72	---	\$7,531.70		\$541.50
	108"	\$323.64	---	---		\$524.70	108"	128"X83"	\$357.12	---	---		\$604.20
	120"	\$358.44	---	---		\$801.90	120"	142"X91"	\$395.52	---	---		\$923.40
	132"	\$396.72	---	---		\$891.00	132"	157"X101"	\$437.76	---	---		\$1,026.00
	144"	\$433.26	---	---		\$1,232.55	144"	171"X110"	\$478.08	---	---		\$1,419.30
8 Gauge	60"	\$215.76	---	\$2,610.00		\$242.55	60"	66"X51"	\$238.08	---	\$2,930.00		\$279.30
	72"	\$259.26	---	\$3,110.00		\$292.05	72"	81"X59"	\$286.08	---	\$4,141.70		\$336.30
	84"	\$301.02	---	\$4,501.70		\$410.85	84"	95"X67"	\$332.16	---	\$5,815.00		\$473.10
	90"	\$327.12	---	\$8,040.00		\$435.60	90"	103"X71"	\$360.96	---	\$6,511.70		\$501.60
	96"	\$349.74	---	\$8,288.40		\$470.25	96"	112"X75"	\$385.92	---	\$7,531.70		\$541.50
	108"	\$393.24	---	---		\$524.70	108"	128"X83"	\$433.92	---	---		\$604.20
	120"	\$435.00	---	---		\$801.90	120"	142"X91"	\$480.00	---	---		\$923.40
	132"	\$481.98	---	---		\$891.00							
	144"	\$527.22	---	---		\$1,232.55							

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Effective Date:
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2024 County Price List South Dakota

Safety Slope End Sections Round

Diameter	Gauge	4:1 Slope			6:1 Slope		
		Weight	Price	Parallel Bars	Weight	Price	Parallel Bars
15"	16	23	\$278.40	\$163.40	30	\$416.70	\$163.40
18"	16	34	\$473.40	\$368.40	48	\$681.70	\$410.00
21"	16	63	\$628.40	\$410.00	67	\$856.70	\$571.70
24"	16	64	\$656.70	\$613.40	91	\$910.00	\$776.70
30"	12	190	\$1,713.40	\$1,051.70	271	\$2,568.40	\$1,410.00
36"	12	276	\$2,510.00	\$1,241.70	403	\$3,936.70	\$1,556.70
42"	12	530	\$3,425.00	\$1,746.70	731	\$5,136.70	\$2,040.00
48"	12	760	\$4,676.70	\$2,155.00	865	\$7,133.40	\$3,156.70
54"	12	970	\$5,991.70	\$2,585.00	1150	\$9,130.00	\$3,993.40
60"	12	1050	\$8,560.00	\$3,111.70	1500	\$13,066.70	\$4,975.00

Safety Slope End Sections Arched

Diameter	Rise & Span	Gauge	4:1 Slope			6:1 Slope		
			Weight	Price	Parallel Bars	Weight	Price	Parallel Bars
15"	17"X13"	16				37	\$681.70	\$220.00
18"	21"X15"	16	28	\$473.40	\$220.00	37	\$681.70	\$220.00
21"	24"X18"	16	50	\$600.00	\$386.70	68	\$798.40	\$431.70
24"	28"X20"	16	51	\$428.40	\$428.40	70	\$715.00	\$530.00
30"	35"X24"	14	114	\$1,311.70	\$876.70	156	\$1,681.70	\$1,051.70
36"	42"X29"	12	213	\$2,368.40	\$1,170.00	306	\$3,108.40	\$1,388.40
42"	49"X33"	12	318	\$3,761.70	\$1,290.00	444	\$4,903.40	\$2,083.40
48"	57"X38"	12	550	\$4,436.70	\$1,866.70	806	\$5,991.70	\$2,128.40
54"	64"X43"	12	650	\$6,045.00	\$2,155.00	965	\$7,245.00	\$3,205.00
60"	71"X47"	12	780	\$7,990.00	\$2,676.70	1050	\$10,556.70	\$3,780.00
72"	83"X57"	12	1085	\$10,810.00	\$3,753.40	1550	\$13,636.70	\$5,455.00

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TrueNorth Steel[®]

info@TrueNorthSteel.com

TrueNorthSteel.com

220 Fourth Street NW

Huron, SD 57350

Phone: 605.352.8643

Fax: 605.352.8645

**Round & Arch Headwalls
County - 2024**

Diameter	Height x Width	Gauge	Frame & Braces	Price
120"	156" x 144"	12	3" x 3" x 1/4" Galv. Angle	\$4,352.32
108"	144" x 132"	12	3" x 3" x 1/4" Galv. Angle	\$3,934.32
96"	132" x 120"	12	3" x 3" x 1/4" Galv. Angle	\$3,537.16
84"	120" x 108"	12	3" x 3" x 1/4" Galv. Angle	\$3,176.17
72"	108" x 96"	12	3" x 3" x 1/4" Galv. Angle	\$2,768.67
60"	98" x 84"	12	3" x 3" x 1/4" Galv. Angle	\$2,611.71
48"	84" x 72"	12	3" x 3" x 1/4" Galv. Angle	\$2,084.51
36"	72" x 60"	14	3" x 3" x 1/4" Galv. Angle	\$1,641.46
24"	60" x 60"	14	3" x 3" x 1/4" Galv. Angle	\$1,618.18

Headwall and wingwall designs should be in accordance with all applicable state and local guidelines and regulations. Designs should be performed by a qualified engineer and site conditions should also be evaluated by a qualified geotechnical engineer.

Proper protection of headwalls and wingwalls in the form of rip rap, concrete paving or other permanent erosion protection methods is strongly recommended.

Streambed scour analysis should be the basis for this erosion protection design.

TrueNorth Steel is available to assist with CSP headwall designs. We can meet you on your jobsite to evaluate your application and situation.

Pricing is for listed diameters, dimensions and gauge combinations only. Any modifications required will be subject to pricing change for additional labor, engineering, or materials.

Contact your local representative for support or pricing.

SKEWED HEADWALLS

Use base price plus labor for cutting skew

Up to 15 degree add 10% to base price for extra material & labor

16 to 30 degree add 20% to base price for extra material & labor

31 to 45 degree add 40% to base price for extra material & labor

60% for half headwall

Steven Anderson
TrueNorth Steel



info@TrueNorthSteel.com
TrueNorthSteel.com

220 Fourth Street NW
Huron, SD 57350
Phone: 605.352.8643
Fax: 605.352.8645

Dear County Commissioners:

In reply to your advertisement asking for bids on **Guardrail** to be opened on January 9th, 2024, we are pleased to submit the following prices.
FOB Beadle County

Prices good for one year.

GUARDRAIL

W Beam	12 Gauge Galvanized x 12'-6" Length	\$202.28	Each
W Beam	12 Gauge Galvanized x 25'-0" Length	\$396.78	Each
W Beam	Standard Guardrail Flared Terminal End	\$67.50	Each
W Beam	Special Bridge Shoe End	\$110.00	Each
Thrie Beam	12ga Galvanized x 12'-6" Length	\$722.50	Each

We are a SOUTH DAKOTA supplier.

Steven Anderson
TrueNorth Steel Company



info@TrueNorthSteel.com
TrueNorthSteel.com

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Huron, SD 57350
Phone: 605.352.8643
Fax: 605.352.8645

Board of County Commissioners
Beadle County
Huron, South Dakota

Dear County Commissioners:

In reply to your advertisement asking for bids on **Steel Decking** to be opened on January 9th, 2024, we are pleased to submit the following prices.
FOB Beadle County

Prices good for one year.

BRIDGE DECKING

12 Gauge Galvanized - 12" x 4.25" Corrugation

Price Per Plank

Plank Size in Stock - 12" x 11'-11.25" Long	\$162.00 Each
--	----------------------

Other lengths available from the mill.

We are a SOUTH DAKOTA supplier.

Steven Anderson
True North Steel Company



info@TrueNorthSteel.com
TrueNorthSteel.com

220 Fourth Street NW
Huron, SD 57350
Phone: 605.352.8643
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Dear County Commissioners:

In reply to your advertisement asking for bids on **Bridge Lumber & Ring Shank Spikes** to be opened on January 9th, 2024, we are pleased to submit the following prices.
F.O.B Beadle County

Prices good for one year based upon available stock.

CREOSOTE TREATED #1 DOUGLAS FIR LUMBER, ROUGH SAWN

PARTIAL TRUCK LOAD FROM STOCK

3" x 12" X 16'-0"	@	\$213.92	Each
3" x 12" X 18'-0"	@	\$240.66	Each
3" x 12" X 20'-0"	@	\$267.40	Each
3" x 12" X 24'-0"	@	\$320.88	Each

Prices shown above based on minimum orders of 20 boards.

Lead times can vary - please allow 8 to 10 weeks in some cases.

Call for pricing on full loads of lumber (for potential cost savings).

Pricing based upon stock on hand. (Creosote is being phased out by the Government)

Ring Shank Spikes

Bridge Spikes, 7"x5/16" Galv R/S 50# Box \$498.00 Per Box

We do not stock caps and piling. Call and inquire, as we may be able to procure those for you.

We are a SOUTH DAKOTA supplier.

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Board of County Commissioners
Beadle County
Huron, South Dakota

Dear County Commissioners:

In reply to your advertisement asking for bids on **Grader Blades** to be opened on January 9th, 2024, we are pleased to submit the following prices.
FOB Huron County

Prices good for one year Based upon stock on hand.

BUCYRUS GRADER BLADES - STANDARD HWY PUNCHED

5/8" x 8" x 6',7', or 8' Bucyrus Hardened Curved Double Beveled	\$25.43 Per Ft.
3/4" x 8" x 6',7', or 8' Bucyrus Hardened Curved Double Beveled	\$26.46 Per Ft.
3/4" x 8" x 4',5' Flat Snow Plow Blades	\$24.97 Per Ft.
3/4" x 6" x 3' or 4' Carbide Inserts	\$73.28 Per Ft.
3/4" x 6" x 3' or 4' Carbide Plus	\$113.02 Per Ft.

***** OTHER SIZES IN STOCK *****

We are a SOUTH DAKOTA supplier.

Steve Anderson
TrueNorth Steel Company

24'-0" TrueNorth Steel Pre-engineered Modular Steel Bridges 2024

TrueNorth Steel bridges are pre-engineered and stamped by a registered South Dakota engineer.

Outside bridge modules include TL-1 rated guardrail system and SD DOT style tube steel turn-down assemblies at all four corners of the bridge.

TrueNorth Steel bridges are fabricated from low maintenance weathering steel and galvanized steel bridge deck.

Bridges are engineered and configured to accept ballast, asphalt, or concrete finished wearing surface decks.

TrueNorth Steel bridges are produced in our own AISC certified fabrication facilities.

Onsite assistance and project review can also be provided by our territory managers and in-house engineering team.

TrueNorth Steel bridges can clear span up to 220' without any intermediate piers.

TrueNorth Steel bridges are very light weight and can be installed by county crews.

For skewed ends and custom widths please contact TrueNorth Steel sales representative for pricing.

Bridges longer than 90' require a field splice to achieve those longer spans.

Please note - the pricing information provide here is based on 24' wide bridges consisting of (3) modules, with 4 1/4" bridge decking shop installed and HL-93 loading.

<u>Length (Ft)</u>	<u>Est. total weight per bridge (lbs)</u>	<u>Square Ft</u>	<u>Appx. Price/SqFt</u>	<u>Total Price</u>
20	14,600	480	\$ 89.58	\$ 43,000
25	18,250	600	\$ 82.00	\$ 49,200
30	24,545	720	\$ 75.56	\$ 54,400
35	29,145	840	\$ 78.57	\$ 66,000
40	33,310	960	\$ 72.29	\$ 69,400
45	45,100	1,080	\$ 77.13	\$ 83,300
50	50,110	1,200	\$ 71.58	\$ 85,900
55	55,120	1,320	\$ 85.45	\$ 112,800
60	67,050	1,440	\$ 81.04	\$ 116,700
65	72,635	1,560	\$ 85.00	\$ 132,600
70	78,225	1,680	\$ 84.46	\$ 141,900
75	103,840	1,800	\$ 93.11	\$ 167,600
80	110,760	1,920	\$ 89.95	\$ 172,700
85	134,755	2,040	\$ 107.06	\$ 218,400
90	142,685	2,160	\$ 103.10	\$ 222,700

Prices are FOB supplier's dock - transport of bridge materials will be arranged by the seller at time of delivery - the resulting freight charges will then be added to total bridge price. Seller reserves the right to invoice upon completion of fabrication and adjust prices shown, based on potential & unforeseen increases in steel pricing. 25% due at time of order, balance due at fabrication complete, storage fees after 6 months.

Optional additive items for modular steel bridges shown above:

Upgrade for designed TL-2 rated guardrail system	Add	\$ 119	per foot of total bridge length
Upgrade for designed TL-3 rated guardrail system	Add	\$ 157	per foot of total bridge length
Blade runners attached to top of deck on all modules	Add	\$ 54	per foot of total bridge length
Bearing Assemblies - Layered Elastomeric Vulcanized to Bearing		\$ 9,840	per set (12)

Other available bridge products and accessories (additional freight charges may apply):

RediDeck prefabricated galvanized steel bridge deck panels	\$ 37	per square foot (min 400 square feet)
24'-0" long prefabricated corrugated steel bridge backwalls	\$ 4,497	per set (2 each) (custom lengths available)
32'-0" long prefabricated corrugated steel bridge backwalls	\$ 5,380	per set (2 each) (custom lengths available)
18"H x 30"W x 16'-0"L prefabricated steel SuperSill abutments	\$ 5,850	per set (2 each) (filled with concrete by others - sizes available)
18"H x 42"W x 16'-0"L prefabricated steel SuperSill abutments	\$ 6,177	per set (2 each)
18"H x 54"W x 16'-0"L prefabricated steel SuperSill abutments	\$ 6,504	per set (2 each)
18"H x 30"W x 12'-0"L prefabricated steel SuperSill abutments	\$ 5,085	per set (2 each)
18"H x 42"W x 12'-0"L prefabricated steel SuperSill abutments	\$ 5,404	per set (2 each)
18"H x 54"W x 12'-0"L prefabricated steel SuperSill abutments	\$ 5,724	per set (2 each)
Due to engineering and design, backwalls and SuperSills can only be sold as part of a TNS bridge		
Bearing Assemblies for SuperSill - Leveling Pad, and Bearing Plate	\$ 4,329	per set (12)
Load Rating - South Dakota Legal Loads upto 80' - No Electronic Files	\$ 350	
Load Rating - South Dakota Legal Loads over 80' - No Electronic Files	\$ 500	

32'-0" TrueNorth Steel Pre-engineered Modular Steel Bridges 2024

TrueNorth Steel bridges are pre-engineered and stamped by a registered South Dakota engineer.

Outside bridge modules include TL-1 rated guardrail system and SD DOT style tube steel turn-down assemblies at all four corners of the bridge.

TrueNorth Steel bridges are fabricated from low maintenance weathering steel and galvanized steel bridge deck.

Bridges are engineered and configured to accept ballast, asphalt, or concrete finished wearing surface decks.

TrueNorth Steel bridges are produced in our own AISC certified fabrication facilities.

Onsite assistance and project review can also be provided by our territory managers and in-house engineering team.

TrueNorth Steel bridges can clear span up to 220' without any intermediate piers.

TrueNorth Steel bridges are very light weight and can be installed by county crews.

For skewed ends and custom widths please contact TrueNorth Steel sales representative for pricing.

Bridges longer than 90' require a field splice to achieve those longer spans.

Please note - the pricing information provide here is based on 32' wide bridges consisting of (4) modules, with 4 1/4" bridge decking shop installed and HL-93 loading.

Length (Ft)	Est. total weight per bridge (lbs)	Square Ft	Appx. Price/SqFt	Total Price
20	19,060	640	\$ 85.00	\$ 54,400
25	23,825	800	\$ 78.38	\$ 62,700
30	31,965	960	\$ 71.35	\$ 68,500
35	39,245	1,120	\$ 74.91	\$ 83,900
40	44,025	1,280	\$ 68.91	\$ 88,200
45	49,530	1,440	\$ 73.75	\$ 106,200
50	70,365	1,600	\$ 68.63	\$ 109,800
55	77,400	1,760	\$ 82.39	\$ 145,000
60	89,395	1,920	\$ 77.92	\$ 149,600
65	96,845	2,080	\$ 82.07	\$ 170,700
70	104,295	2,240	\$ 81.74	\$ 183,100
75	138,750	2,400	\$ 90.54	\$ 217,300
80	148,000	2,560	\$ 87.27	\$ 223,400
85	162,915	2,720	\$ 103.53	\$ 281,600
90	173,335	2,880	\$ 99.38	\$ 286,200

Prices are FOB supplier's dock - transport of bridge materials will be arranged by the seller at time of delivery - the resulting freight charge will then be added to total bridge price. Seller reserves the right to invoice upon completion of fabrication and adjust prices shown, based on potential & unforeseen increases in steel pricing. 25% due at time of order, balance due at fabrication complete, storage fees after 6 months

Optional additive items for modular steel bridges shown above:

Upgrade for designed TL-2 rated guardrail system	Add	\$ 119	per foot of total bridge length
Upgrade for designed TL-3 rated guardrail system	Add	\$ 157	per foot of total bridge length
Blade runners attached to top of deck on all modules	Add	\$ 72	per foot of total bridge length
Bearing Assemblies - Layered Elastomeric Vulcanized to Bearing		\$ 13,120	per set (16)

Other available bridge products and accessories (additional freight charges may apply):

RediDeck prefabricated galvanized steel bridge deck panels	\$ 37	per square foot (min 400 square feet)
32'-0" long prefabricated corrugated steel bridge backwalls	\$ 5,380	per set (2 each) (custom lengths available)
38'-0" long prefabricated corrugated steel bridge backwalls	\$ 7,035	per set (2 each) (custom lengths available)
18"H x 30"W x 16'-0"L prefabricated steel SuperSill abutments	\$ 5,850	per set (2 each) (filled with concrete by others - sizes available)
18"H x 42"W x 16'-0"L prefabricated steel SuperSill abutments	\$ 6,177	per set (2 each)
18"H x 54"W x 16'-0"L prefabricated steel SuperSill abutments	\$ 6,504	per set (2 each)
18"H x 30"W x 12'-0"L prefabricated steel SuperSill abutments	\$ 5,085	per set (2 each)
18"H x 42"W x 12'-0"L prefabricated steel SuperSill abutments	\$ 5,404	per set (2 each)
18"H x 54"W x 12'-0"L prefabricated steel SuperSill abutments	\$ 5,724	per set (2 each)
Due to engineering and design, backwalls and SuperSills can only be sold as part of a TNS bridge		
Bearing Assemblies for SuperSill - Leveling Pad, and Bearing Plate	\$ 5,772	per set (16)
Load Rating - South Dakota Legal Loads upto 80' - No Electronic Files	\$ 350	
Load Rating - South Dakota Legal Loads over 80' - No Electronic Files	\$ 500	



info@TrueNorthSteel.com

TrueNorthSteel.com

Board of County Commissioners
Beadle County
Huron, South Dakota

220 Fourth Street NW
Huron, SD 57350
Phone: 605.352.8643
Fax: 605.352.8645

Dear County Commissioners:

In reply to your advertisement asking for bids on Misc. bridge components and hardware to be opened on January 9th, 2024, we are pleased to submit the following prices. FOB Beadle County

Materials cut to specific part lengths will have additional charges for cutting.

Prices good for one year.

W6x20 Beam	\$28.00/ft
12" Channel Iron C12x20.7	\$36.62/ft
15" Channel Iron C15x33.9	\$59.97/ft
18" Channel Iron MC18x42.7	\$92.66/ft
2"x2"x1/4" Angle Iron	\$4.47/ft
4"x1/4" Flat Bar	\$4.76/ft
6"x1/4" Flat Bar	\$7.14/ft
2"x2"x1/4" Sq Tubing	\$8.12/ft
3"x3"x1/4" Sq Tubing	\$17.42/ft
4"x3"x1/4" Rec Tubing	\$20.32/ft

Steven Anderson
TrueNorth Steel Company



info@TrueNorthSteel.com
TrueNorthSteel.com

220 Fourth Street NW
Huron, SD 57350
Phone: 605.352.8643
Fax: 605.352.8645

Dear County Commissioners:

In reply to your advertisement asking for bids on **Concrete Block Erosion Control Pad** to be opened on January 9th, 2024, we are pleased to submit the following prices.
F.O.B Beadle County

Prices good for one year.

Concrete Block Erosion Control Pad

Flexamat High Performance Turf Reinforcement Mat \$4.65/sq ft
5000psi, Wet-Cast Portland Cement
Fornit 30/30 Polypropylene Geogrid W/2,055lb/ft biaxial strength.
Measures 6.5" x 6.5" x 2.25"

Full Truckload is 4,800 sq ft
Rolls in stock 8, and 16' widths in 30' Lengths
Rolls available in 4', 5.5', 8, 10', 12', and 16' widths
Lengths 30', 40', and 50'
Percentage of Open Area 30% min.

If additional Items are needed:
20" Stainless Steel Zip Ties (100) per bag \$75.00
18" Steel Anchors \$5.00/ea

We are a SOUTH DAKOTA supplier.

Steven Anderson
TrueNorth Steel Company

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT TO PROVIDE FOR
THE PAVEMENT MARKING OF COUNTY ROADS
WITHIN FALL RIVER COUNTY**

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

1. JOINT POWERS

- A. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased in connection with this Agreement.
- B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

2. BACKGROUND

- A. The STATE has allocated Five Hundred Thousand Dollars (\$500,000.00), in 2024, for County Pavement Marking to be distributed annually based on the STATE Certified Road Mileage for County Primary and County Secondary Paved Roads. Future annual allocations will be determined by the STATE.
- B. COUNTY will receive a proportional share of the Five Hundred Thousand Dollars (\$500,000.00), or other amount as determined by the STATE, based on the number of pavement miles in said COUNTY as compared to the total number of pavement miles statewide, as computed by the STATE.
- C. The COUNTY will use the funds distributed under this Agreement solely for the purpose of pavement markings on the county highway system and county secondary roads under COUNTY'S supervision and control.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement will become effective upon the last signature and will have a term of fifteen years.

4. PROJECT PLANNING AND CONSTRUCTION

The COUNTY will be the contracting party for all pavement marking projects funded under this Agreement and will be responsible for the preliminary engineering, construction engineering, contract administration and construction costs for all projects.

5. ELIGIBLE COSTS

Pavement marking project costs that are eligible for funding under this Agreement are preliminary engineering, construction engineering, contract administration, and construction costs, provided the costs are incurred in accordance with this Agreement. Costs incurred in violation of any terms or conditions of this Agreement will be deemed ineligible.

6. AMENDMENTS

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

7. TERMINATION

The STATE may terminate this Agreement at any time with or without cause and with or without notice. If the STATE terminates this Agreement for a material breach by the COUNTY, the COUNTY will reimburse the STATE for all funds expended in violation of this Agreement.

8. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may 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.

9. SUBCONTRACTING

The COUNTY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.

10. INDEMNIFICATION

The COUNTY will indemnify and defend the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any act or omission of the COUNTY or the COUNTY'S officers, agents, or employee. The COUNTY is not required to be responsible for nor to defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

11. RECORDS RETENTION AND AUDIT PROVISION

- A. All project charges will be subject to audit in accordance with current STATE procedures and 2 CFR Part 200.
- B. The COUNTY will keep accounting records clearly identified with the Agreement.
- C. Upon reasonable notice, the COUNTY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

12. AMERICANS WITH DISABILITIES ACT

The COUNTY will provide services in compliance with the Americans with Disabilities Act of 2016 and any amendments.

13. COMPLIANCE WITH LAWS

The COUNTY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The COUNTY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.

14. CONTROLLING LAW

- A. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- B. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.

15. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

16. 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 in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.

17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

18. SIGNATURE AUTHORITY

The COUNTY has designated its Commissioner as the COUNTY'S authorized representative and has empowered the Commissioner with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the COUNTY'S authorized representative is attached to this Agreement as **Exhibit A**.

The STATE and the COUNTY signify their agreement by signatures affixed on the next page.

Fall River County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest: _____

Printed Name: _____

County Auditor/Clerk

[County Seal]

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

Agreement for Fall River County Participation in the Annual Payout of Pavement Marking Funds

Kinniburgh, Doug (DOT) <Doug.Kinniburgh@state.sd.us>

Fri 3/8/2024 3:40 PM

To:frchwydept@gwtc.net <frchwydept@gwtc.net>;Ganje, Sue <Sue.Ganje@state.sd.us>

📎 1 attachments (99 KB)

FALL RIVER DOT935-T_CountyPavementMarking.pdf;

At the request of the South Dakota Association of County Highway Superintendents, on December 21, 2023, the Transportation Commission approved an annual payout of the state funding set aside for county pavement marking, starting in 2024. Counties will receive a proportional share of \$500,000 based on the SDDOT Certified Road Mileage for County Primary and County Secondary Paved Roads. Below is the mileage that will be used for your county for this year's distribution if you choose to participate.

Attached is an agreement that will be in effect for 15 years to include you in this program for an annual distribution of these funds. Payment will be made in combination with the annual STBGP payout. In order to be included in the payout program in 2024, this agreement needs to be signed and the original with a wet signature, along with commission meeting minutes for Exhibit A as defined in the agreement, returned to me no later than April 15, 2024. The \$500,000 will be distributed to the counties that submitted signed agreements by this date. Counties that return agreements after this date will be included in the payout program starting in 2025.



[Doug Kinniburgh](#)

Local Government Engineer | South Dakota Department of Transportation

Better Lives Through Better Transportation

700 E. Broadway Ave., Pierre, SD 57501

O: 605.773.4284 | C: 605.381.1040 | dot.sd.gov

<< FALL RIVER DOT935-T_CountyPavementMarking.pdf >>

COUNTY / CLASS CITY	Paved Miles as Per 2022 SDDOT Certified Road Mileage for County Primary & County Secondary Roads
Fall River	57.050

COUNTY / CLASS I CITY	Paved Miles as Per 2022 SDDOT Certified Road Mileage for County Primary & County Secondary Roads	County Pavement Marking Payout (Portion of \$500,000)
Aurora	84.486	\$ 5,551.02
Beadle	219.106	\$ 14,396.02
Bennett	19.982	\$ 1,312.89
Bon Homme	161.272	\$ 10,596.13
Brookings	265.319	\$ 17,432.37
Brown	397.434	\$ 26,112.79
Brule	87.480	\$ 5,747.74
Buffalo	1.081	\$ 71.03
Butte	23.118	\$ 1,518.93
Campbell	34.577	\$ 2,271.83
Charles Mix	149.660	\$ 9,833.18
Clark	125.951	\$ 8,275.42
Clay	185.732	\$ 12,203.23
Codington	214.634	\$ 14,102.20
Corson	10.491	\$ 689.29
Custer	15.465	\$ 1,016.10
Davison	178.906	\$ 11,754.74
Day	170.334	\$ 11,191.53
Deuel	154.830	\$ 10,172.87
Dewey	14.837	\$ 974.84
Douglas	92.948	\$ 6,107.00
Edmunds	129.804	\$ 8,528.57
Fall River	57.050	\$ 3,748.38
Faulk	107.202	\$ 7,043.54
Grant	174.122	\$ 11,440.42
Gregory	49.810	\$ 3,272.69
Haakon	2.195	\$ 144.22
Hamlin	130.367	\$ 8,565.56
Hand	215.626	\$ 14,167.37
Hanson	72.501	\$ 4,763.57
Harding	64.492	\$ 4,237.35
Hughes	33.446	\$ 2,197.52
Hutchinson	228.688	\$ 15,025.59
Hyde	8.527	\$ 560.25
Jackson	5.778	\$ 379.63
Jerauld	31.578	\$ 2,074.78
Jones	0.539	\$ 35.42
Kingsbury	195.596	\$ 12,851.33
Lake	213.593	\$ 14,033.80
Lawrence	98.051	\$ 6,442.29
Lincoln	279.248	\$ 18,347.56
Lynman	5.879	\$ 386.27
Marshall	95.503	\$ 6,274.88
McCook	160.061	\$ 10,516.56
McPherson	154.693	\$ 10,163.86
Meade	88.862	\$ 5,838.54
Mellette	9.465	\$ 621.88
Miner	84.896	\$ 5,577.96
Minnehaha	351.363	\$ 23,085.76
Moody	161.981	\$ 10,642.71
Oglala Lakota	2.367	\$ 155.52
Pennington	333.331	\$ 21,901.00
Perkins	85.010	\$ 5,585.45
Potter	14.382	\$ 944.95
Roberts	303.936	\$ 19,969.65
Sanborn	73.210	\$ 4,810.15
Spink	148.766	\$ 9,774.44
Stanley	1.485	\$ 97.57
Sully	45.932	\$ 3,017.89
Todd	19.839	\$ 1,303.49
Tripp	45.436	\$ 2,985.30
Turner	250.238	\$ 16,441.50
Union	183.271	\$ 12,041.54
Wakarusa	59.581	\$ 3,914.68
Yankton	220.719	\$ 14,502.00
Ziebach	3.888	\$ 255.46

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
APPROACH PERMIT
APPLICATION FOR ROAD APPROACH PERMIT**

On this date 3/14/2024, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the West side of (road name) Old Hwy 79 (road #) Old Hwy 79 approximately at 1 mile North of Maitland Rd. The road approach will serve a Residence and will be (residence, church, business, etc.) constructed between 4-1-24 and 6-1-24 at applicant's expense. (beginning date) (completion date)

Applicant acknowledges that approach and culverts shall meet County specifications, which are on file at the County Highway Department. Please attach a drawing or sketch showing the proposed location of the approach and set stakes in the ground to enable the Superintendent/Foreman to locate the proposed approach.

Name: Akeem and Stephani Lucey Address: PO Box 649 Hot Springs, SD
Phone #: 605-890-2969 Signed: Stephani Lucey
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 3 14 24
MO/DY/YR

PRELIMINARY INSPECTION: Date 3-14-24 By: Randy Sailer

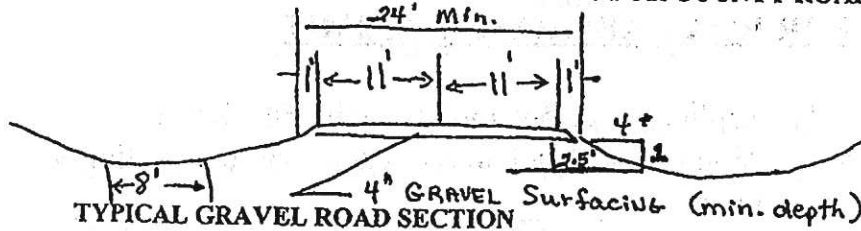
Culvert Diameter _____ Culvert Length _____

The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.
Remarks: _____

PERMIT: ✓ APPROVED _____ DENIED _____

Randy Sailer Date: 3-14-24
Superintendent/Foreman

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES**

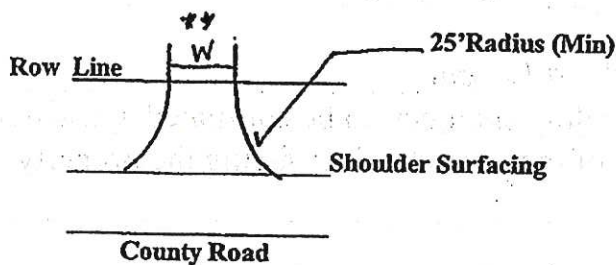


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

The above Typical Road Section and Typical Approach Detail (below) shall be followed in the construction of roads to be placed on the County Road System. Road design shall be consistent with published Standards of the American Association of State Highway Transportation Officials. Road construction materials and methods shall conform to the current published edition the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the Standards below. Copy of these Specifications is on file at the County Highway Department Office.

The following are standards which shall be met:

1. Maximum Grade of any road or portion of road shall not exceed ten percent (10%)
2. Maximum Degree of Curvature shall not exceed twenty one degrees (21 degrees)
3. Crown rates shall be between 0.02 11/11 to 0.06 11/11. Maximum Super elevation rate in curves shall be 0.07 11/11.
4. Culverts shall be sized to assure proper drainage. The minimum size of culvert shall be eighteen inches (18") in diameter. Although fifteen inch (15") diameter will be allowed under certain conditions.
5. Gravel Surfacing shall meet the requirements of Part B of the Standard Specifications.
6. Asphalt and Concrete construction methods and materials shall meet the requirements of Part C and Part D of the "Standard Specifications".
7. All Dead-End Roads shall have Cul-De-Sacs with a minimum constructed radius of fifty feet (50').
8. Approaches shall be constructed perpendicular as practical to the County Road.
9. The Minimum dedicated Right-Of-Way width shall be sixty six feet (66').



** W Is Surface Width at Right-Of-Way line
W - 16' Min. for Single Residences
W - 20' Min for Multiple Residences
W - 28' Min. for Commercial

Maximum W - 50'

TYPICAL APPROACH DETAIL

1. Only one approach shall be allowed to each tract or parcel of land.
2. Existing roadway drainage will be maintained. Culverts shall be sized to assure proper drainage. The maximum size of culvert shall be eighteen Inches (18") in diameter, although fifteen Inch (15") diameter will be allowed under certain conditions. The minimum length of approach culvert shall be thirty-two feet (32')
3. Sight distance of approaches shall meet published Standards of the American Association of State Highway Transportation Officials.

APPROVED By: _____

(Chairman) FALL RIVER COUNTY COMMISSIONERS

DATE

RECOMMENDED BY: Randy Seely

FALL RIVER COUNTY HIGHWAY SUPERINTENDENT

3-14-24

DATE



March 7, 2024

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

Dear Sue:

Enclosed are two (2) completed permits to allow Golden West to occupy county right-of-way. One is for the Angostura East area and the other one is for the Hot Brook Canyon/Minnekahta area. Golden West is placing fiber optic cables to replace the existing copper plant. The cable will be placed through trenching, plowing, and directional drilling.

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

Sincerely,

Heberly and Associates,

A handwritten signature in blue ink that reads "Travis Velk".

Travis Velk
TV

Enclosures

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 3/7/2024 FALL RIVER COUNTY, Hot Springs, SOUTH DAKOTA

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: See Spreadsheet To: See Spread Sheet.

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

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

The following information is pertinent to the proposed installation:

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

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

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

APPROVED _____ 20____

SUBMITTED March 7, 2024

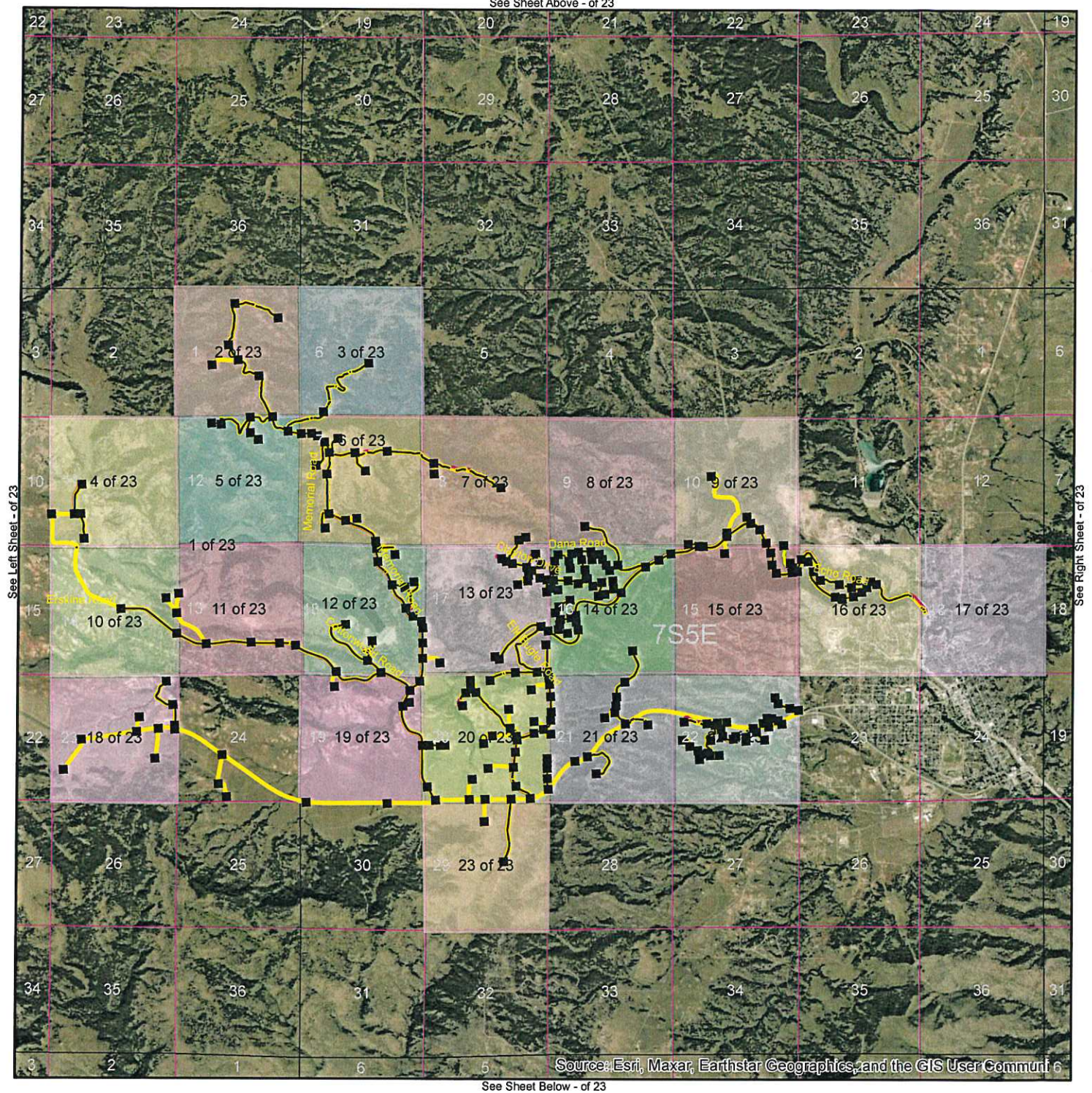
County Chairman



County Auditor

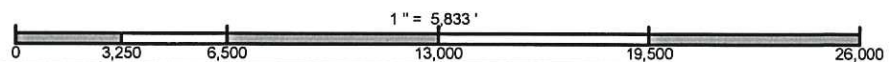
By Travis Velk

Field Engineer
Title



Legend

- TEL_FIBER_VAULT (275)
- TEL_FIBER (274)
- Future_Cable_In_County (5)
- Cable_In_County (806)
- Alt_Cable_In_County (208)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

Quad Name: Minnekahta NE

Key Map

Section: 0

Route: Route #A5 & C1

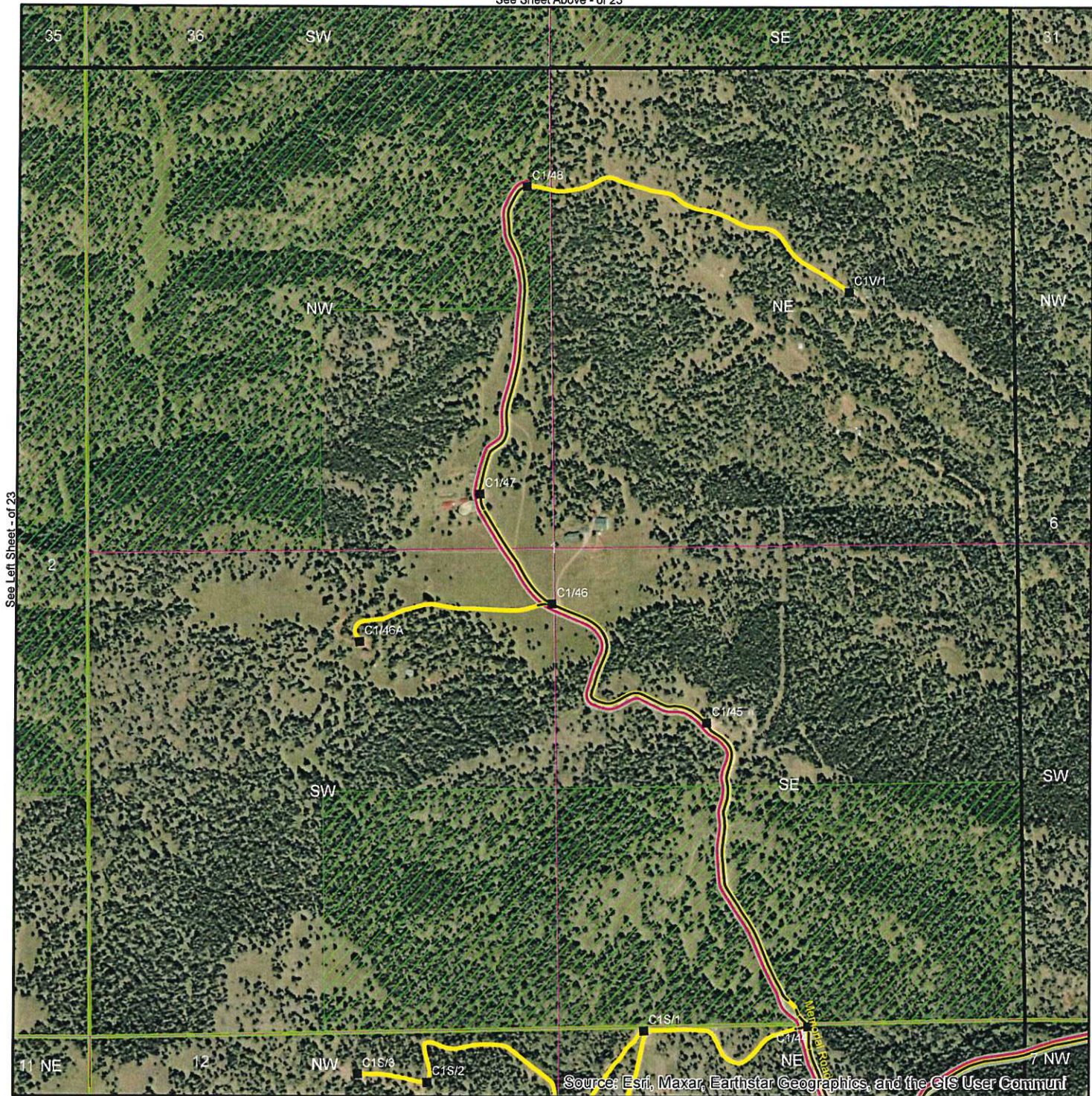
Author: Heberly and Associates

Date: 2/19/2024

User Name: jljette

Date Saved: 2/16/2024 5:13:27 PM

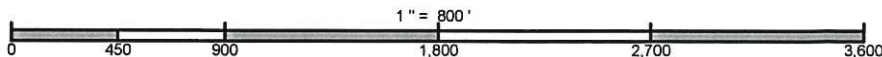
Page 1 of 23



See Left Sheet - of 23

See Right Sheet 3 of 23

See Sheet Below 5 of 23



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

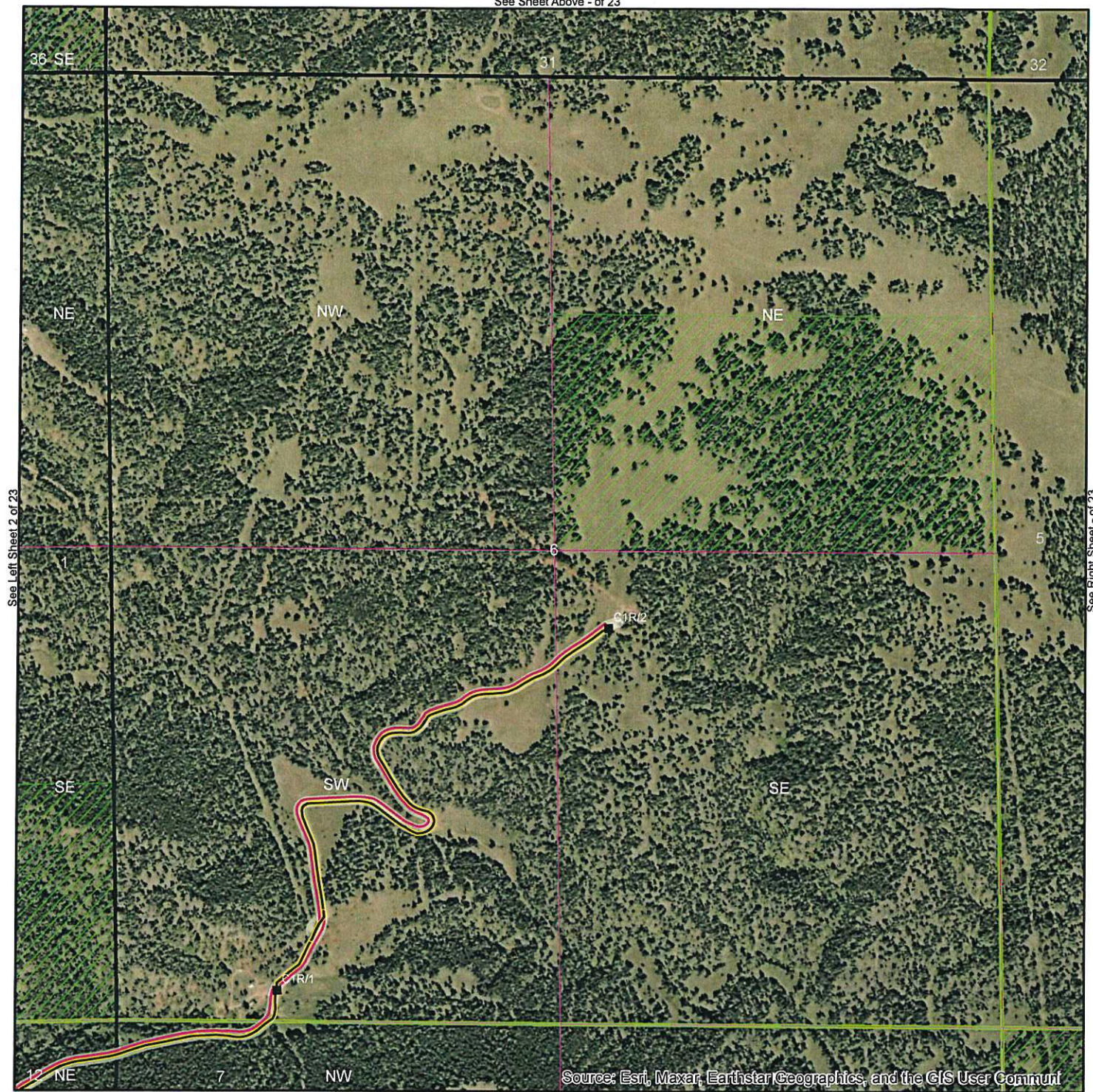
Fall River County



Quad Name: Minnekahta NE	T07SR04E	Section: 1
Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 2 of 23

Legend

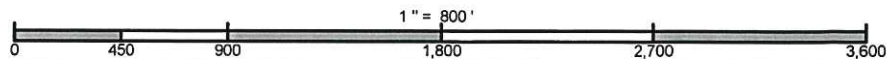
- TEL_FIBER_VAULT (10)
- TEL_FIBER (12)
- Cable_In_County (20)
- Alt_Cable_In_County (9)
- BASE_CNTY_ROW_Buffer (4)
- BASE_LAND_FOREST_BNDRY (5)



See Sheet Below 6 of 23

Legend

- TEL_FIBER_VAULT (2)
- TEL_FIBER (2)
- Cable_In_County (4)
- Alt_Cable_In_County (3)
- BASE_CNTY_ROW_Buffer (2)
- BASE_LAND_FOREST_BNDRY (4)

**Golden West Telecommunications Cooperative, Inc.**

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

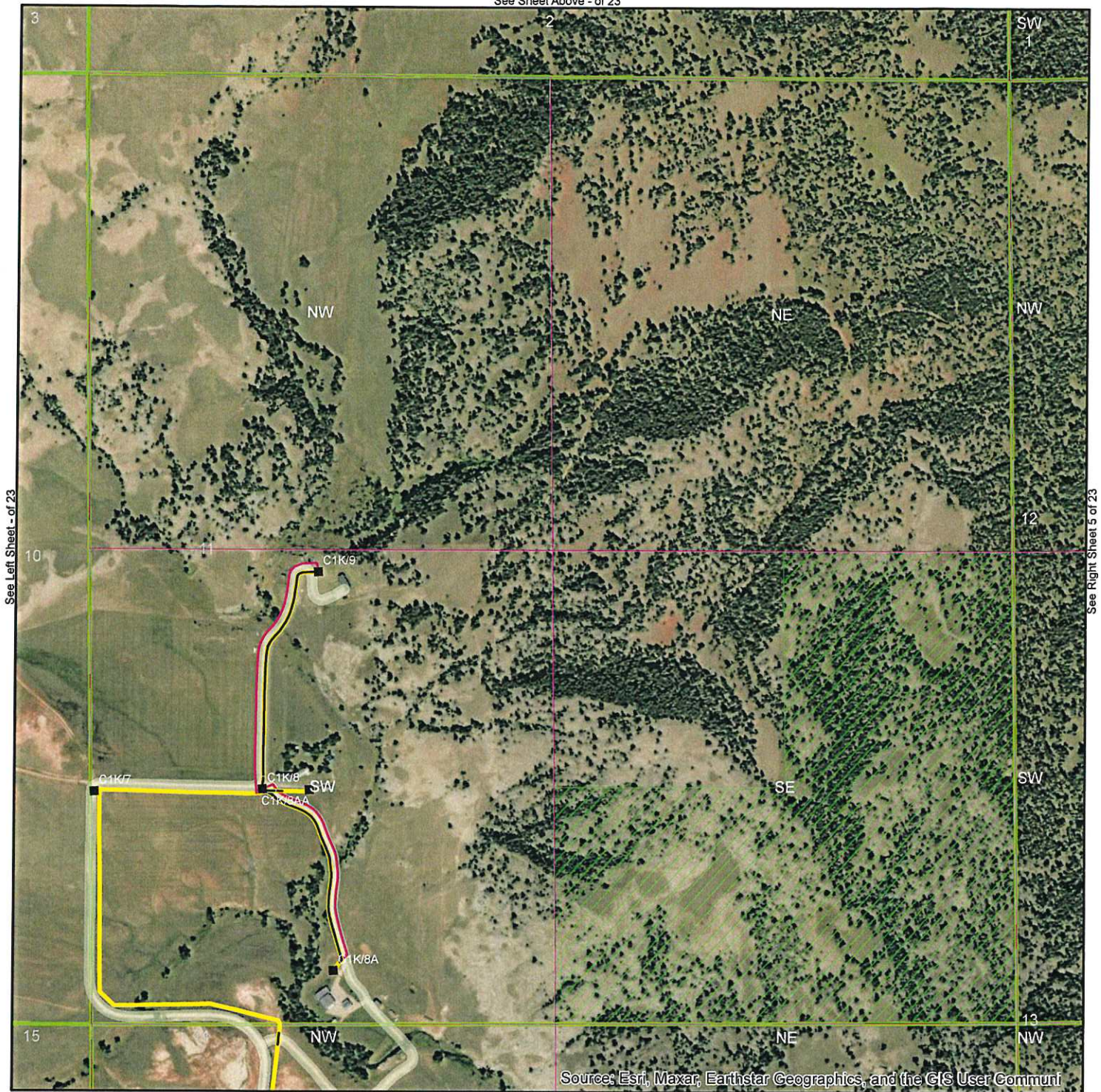
County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Minnekahta NE	T07SR05E	Section: 6
Route: Route #C1R	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 3 of 23



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 10 of 23

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Minnekahta NE

T07SR04E

Section: 11

Route: Route #C1K

Author: Heberly and Associates

Date: 3/1/2024

User Name: jljette

Date Saved: 3/1/2024 8:10:07 AM

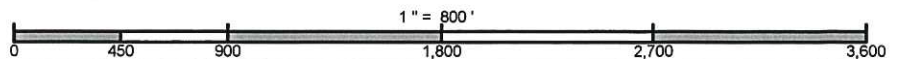
Page 4 of 23

Legend

- TEL_FIBER_VAULT (5)
- TEL_FIBER (5)
- Cable_In_County (14)
- Alt_Cable_In_County (6)
- BASE_CNTY_ROW_Buffer (3)
- BASE_LAND_FOREST_BNDRY (1)

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 11 of 23



P.O. Box 411, Wall, SD 57790

Fall River County

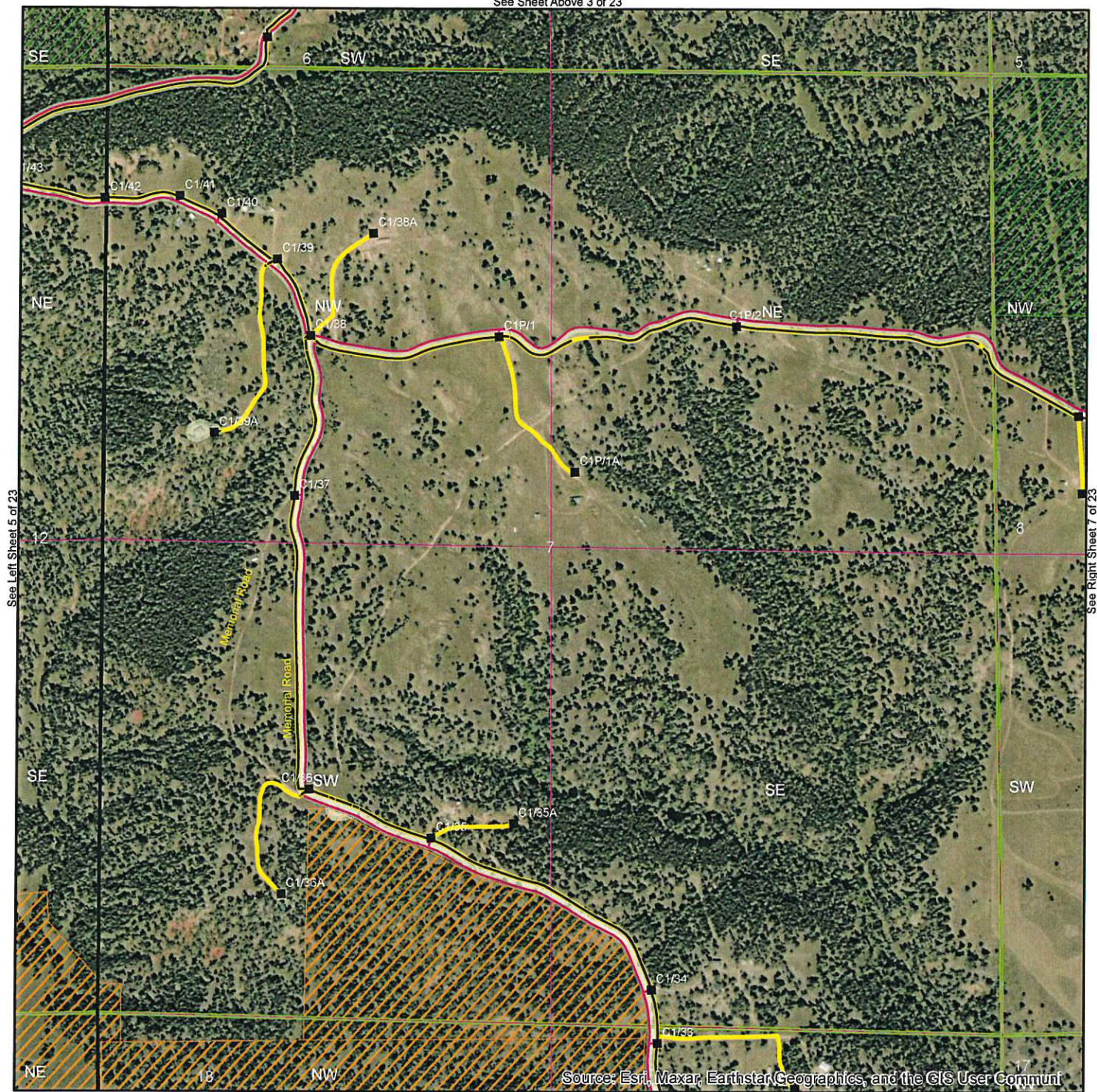
Section: 12

Date: 3/1/2024

Page 5 of 23



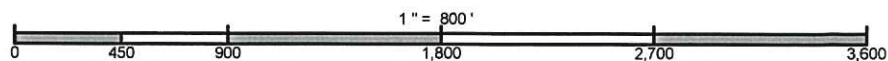
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- TEL_FIBER (9)
- Future_Cable_In_Count (1)
- Cable_In_Count (21)
- Alt_Cable_In_Count (8)
- BASE_CNTY_ROW_Buffer (4)
- BASE_LAND_COE_BNDRY (3)
- BASE_LAND_FOREST_BNDRY (4)



See Sheet Below 12 of 23

Legend

- TEL_FIBER_VAULT (21)
- TEL_FIBER (26)
- Cable_In_County (48)
- Alt_Cable_In_County (22)
- BASE_CNTY_ROW_Buffer (9)
- BASE_LAND_COE_BNDRY (3)
- BASE_LAND_FOREST_BNDRY (2)

**Golden West Telecommunications Cooperative, Inc.**

P.O. Box 411, Wall, SD 57790

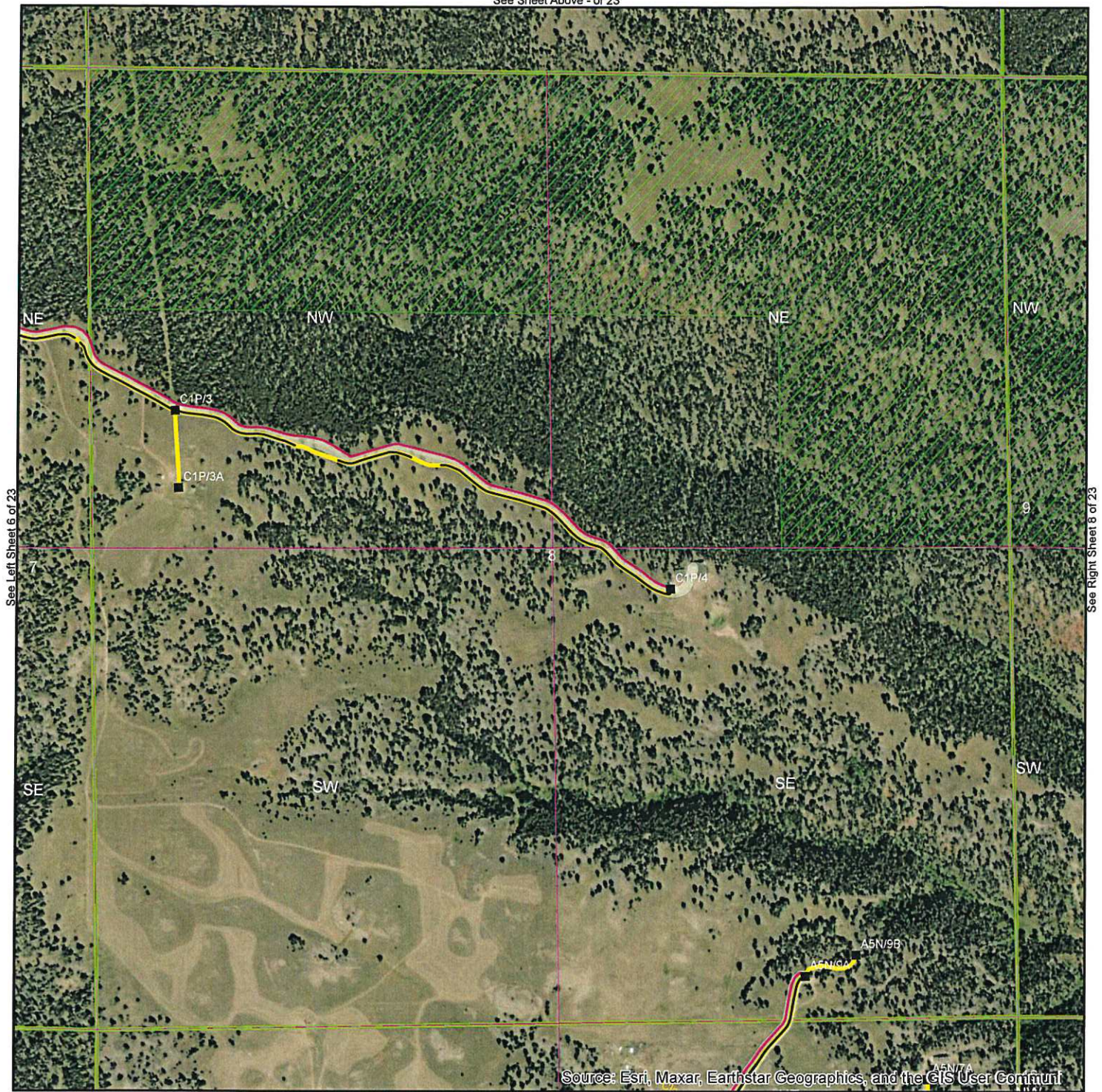
Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
 Angostura East
 Fall River County



Quad Name: Minnekahta NE	T07SR05E	Section: 7
Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 6 of 23

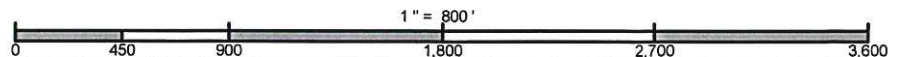
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See Sheet Below 13 of 23

Legend

- TEL_FIBER_VAULT (6)
- TEL_FIBER (6)
- Cable_In_County (5)
- Alt_Cable_In_County (4)
- BASE_CNTY_ROW_Buffer (2)
- BASE_LAND_FOREST_BNDRY (2)



Golden West Telecommunications Cooperative, Inc.

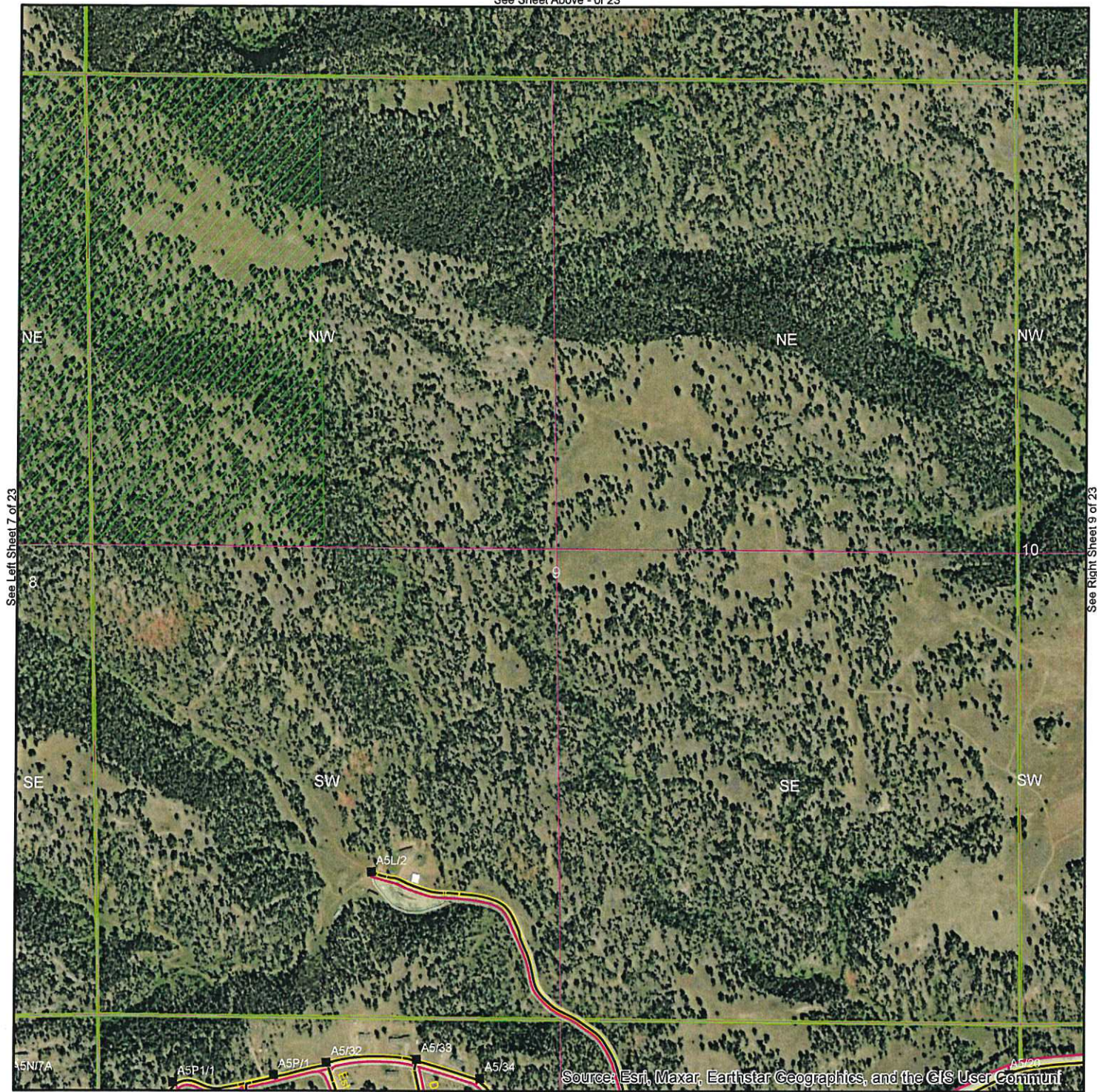
P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
Angostura East
Fall River County



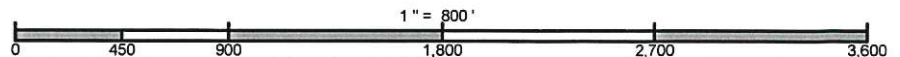
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Route: Route #C1P	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjette	Date Saved: 3/1/2024 8:10:07 AM	Page 7 of 23



See Left Sheet 7 of 23

See Right Sheet 9 of 23

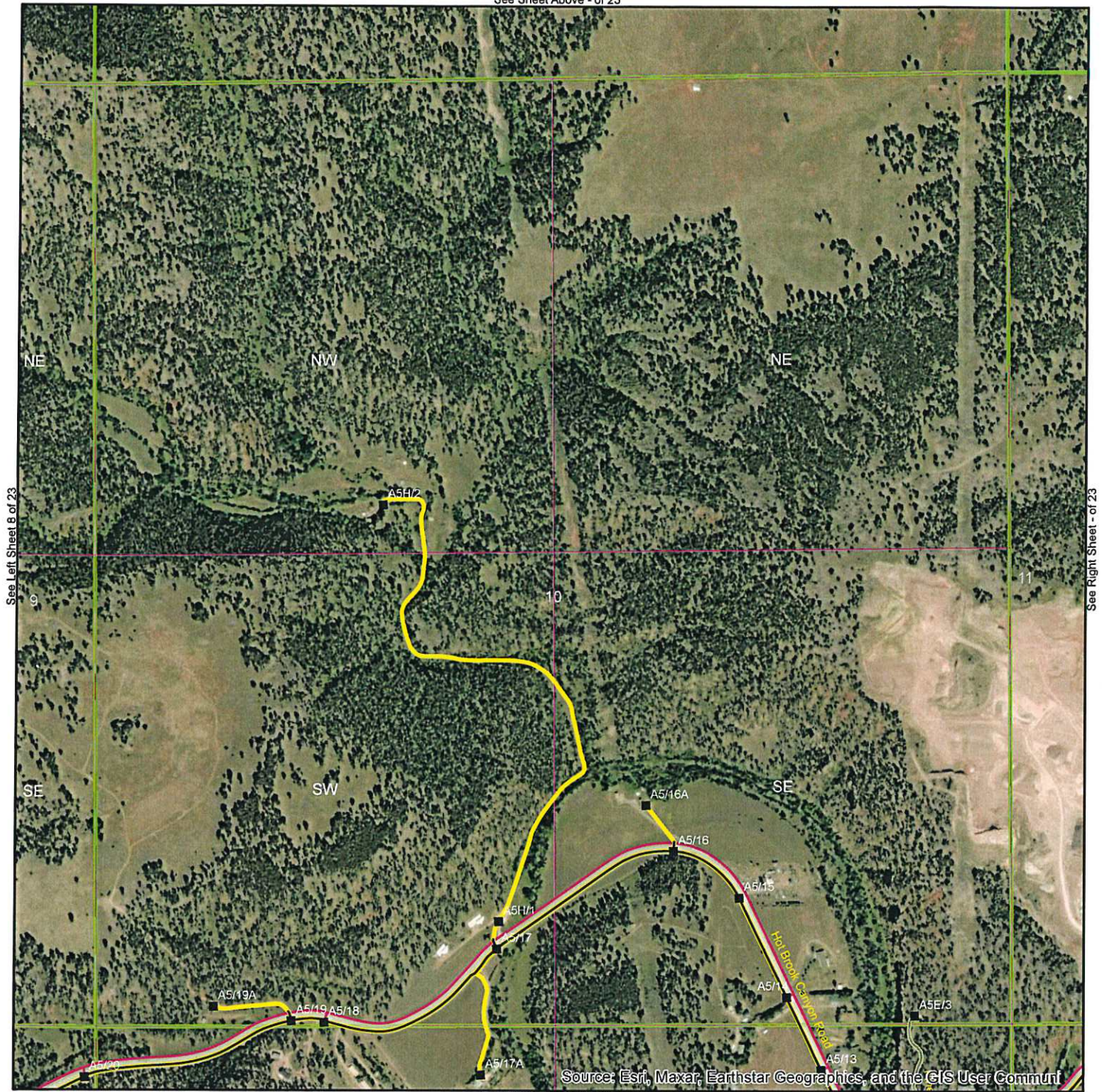
See Sheet Below 14 of 23



Legend	
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—	Alt_Cable_In_County (17)
—	BASE_CNTY_ROW_Buffer (10)
—	BASE_LAND_FOREST_BNDRY (2)

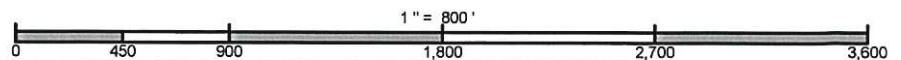
Golden West Telecommunications Cooperative, Inc.		
P.O. Box 411, Wall, SD 57790		
Hot Springs Rural FTTH Upgrade 2024		
County Right-of-Way Exhibit		
Angostura East		
Fall River County		
Quad Name: Minnekahta NE	T07SR05E	Section: 9
Route: Route #A5L	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjlette	Date Saved: 3/1/2024 8:10:07 AM	Page 8 of 23





Legend

- TEL_FIBER_VAULT (14)
- TEL_FIBER (15)
- Future_Cable_In_Count (1)
- Cable_In_Count (14)
- Alt_Cable_In_Count (10)
- BASE_CNTY_ROW_Buffer (1)



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Hot Springs Rural FTTH Upgrade 2024

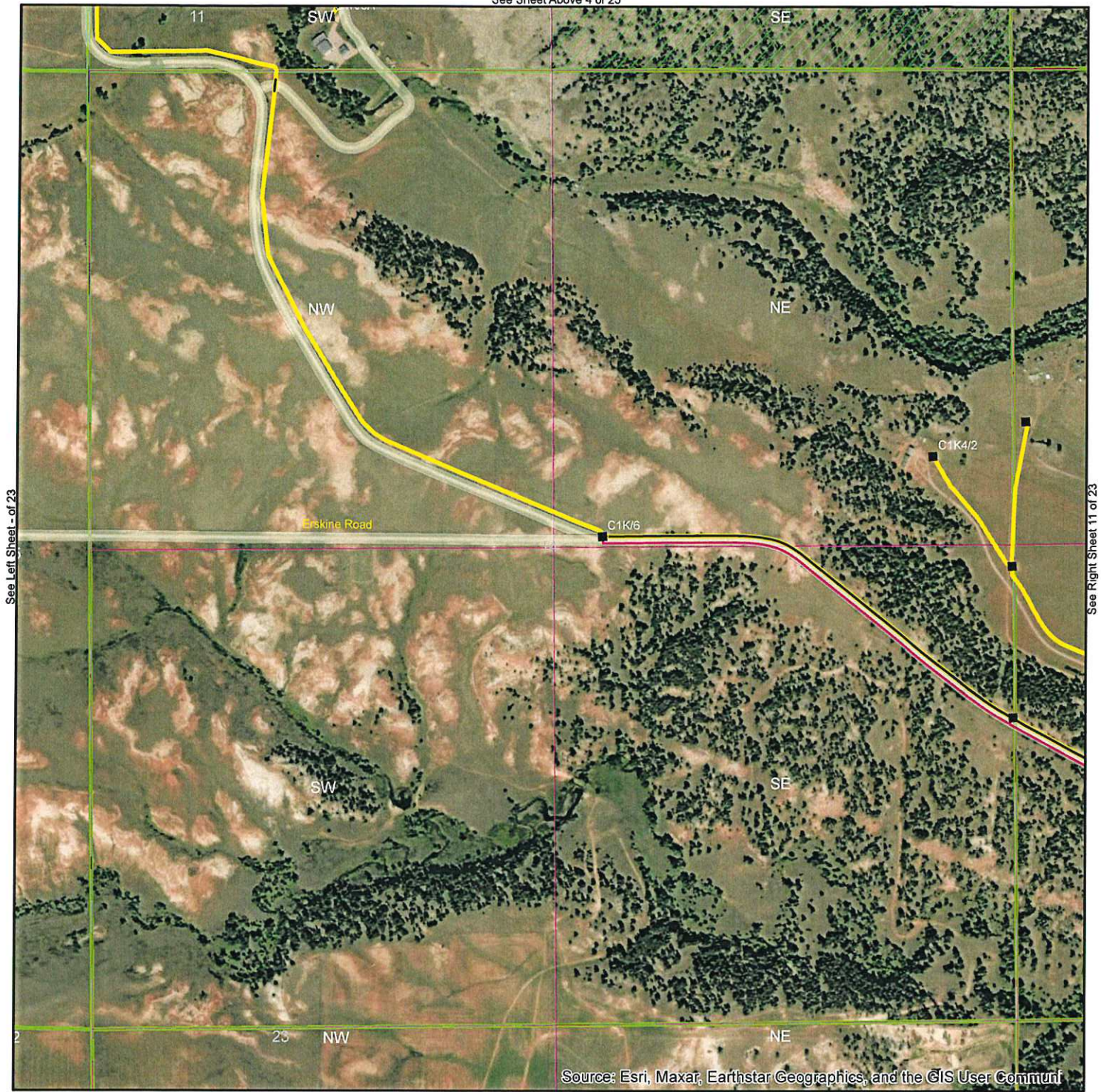
County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Minnekahta NE	T07SR05E	Section: 10
Route: Route #A5	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 9 of 23

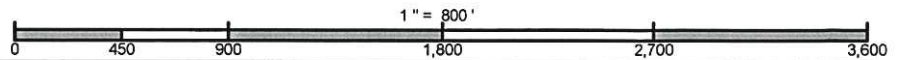


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See Right Sheet 11 of 23

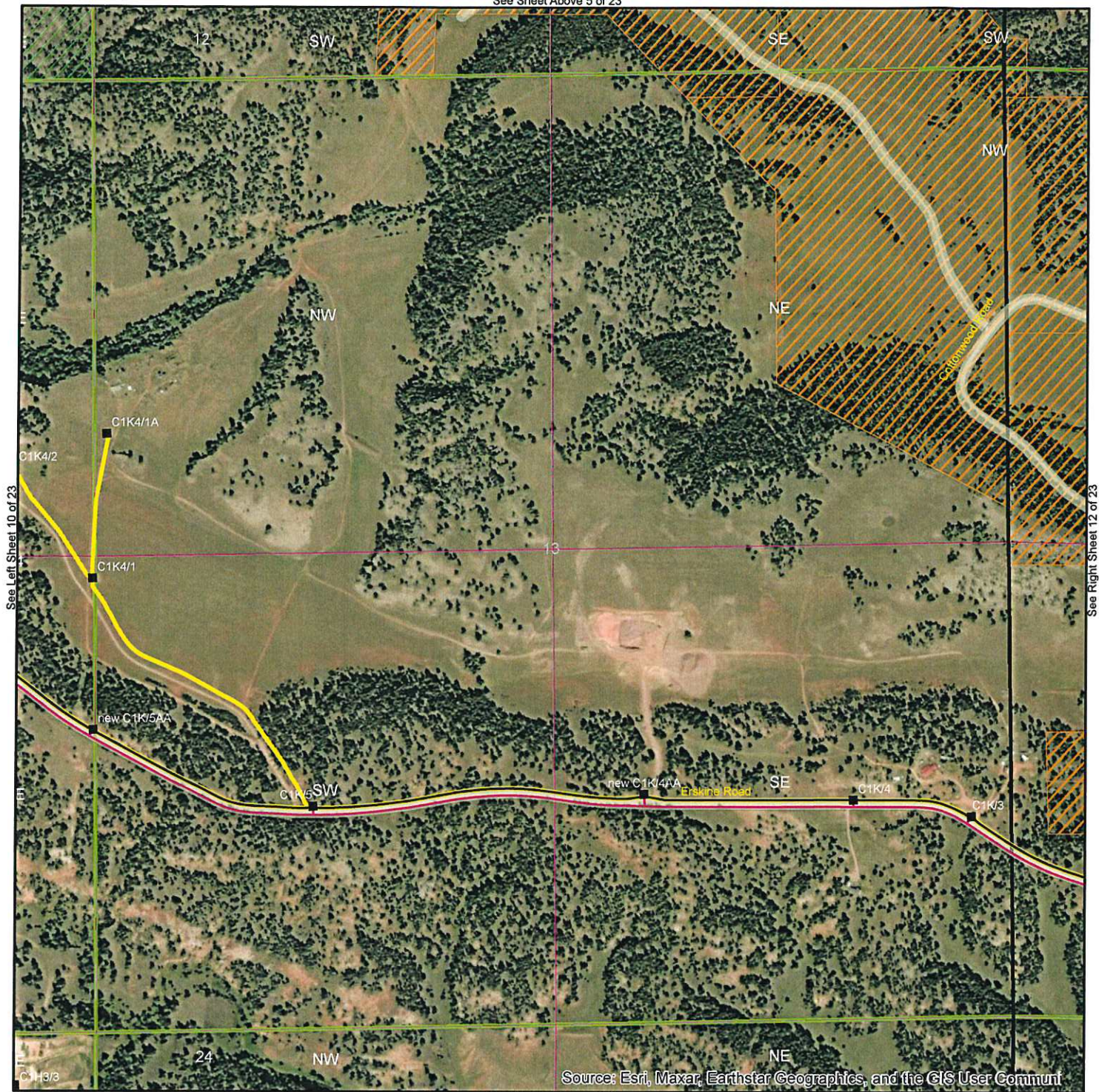
See Sheet Below 18 of 23

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—	TEL_FIBER (7)
—	Cable_In_County (9)
—	Alt_Cable_In_County (5)
—	BASE_CNTY_ROW_Buffer (3)
—	BASE_LAND_FOREST_BNDRY (1)



Golden West Telecommunications Cooperative, Inc.		
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Hot Springs Rural FTTH Upgrade 2024		
County Right-of-Way Exhibit		
Angostura East		
Fall River County		
Quad Name: Minnekahta NE	T07SR04E	Section: 4
Route: Route #C1K	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjette	Date Saved: 3/1/2024 8:10:07 AM	Page 10 of 23

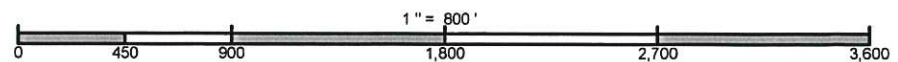




See Sheet Below - of 23

Legend

- TEL_FIBER_VAULT (9)
- TEL_FIBER (9)
- Cable_In_County (7)
- Alt_Cable_In_County (11)
- BASE_CNTY_ROW_Buffer (3)
- BASE_LAND_COE_BNDRY (5)
- BASE_LAND_FOREST_BNDRY (1)



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P.O. Box 411, Wall, SD 57790

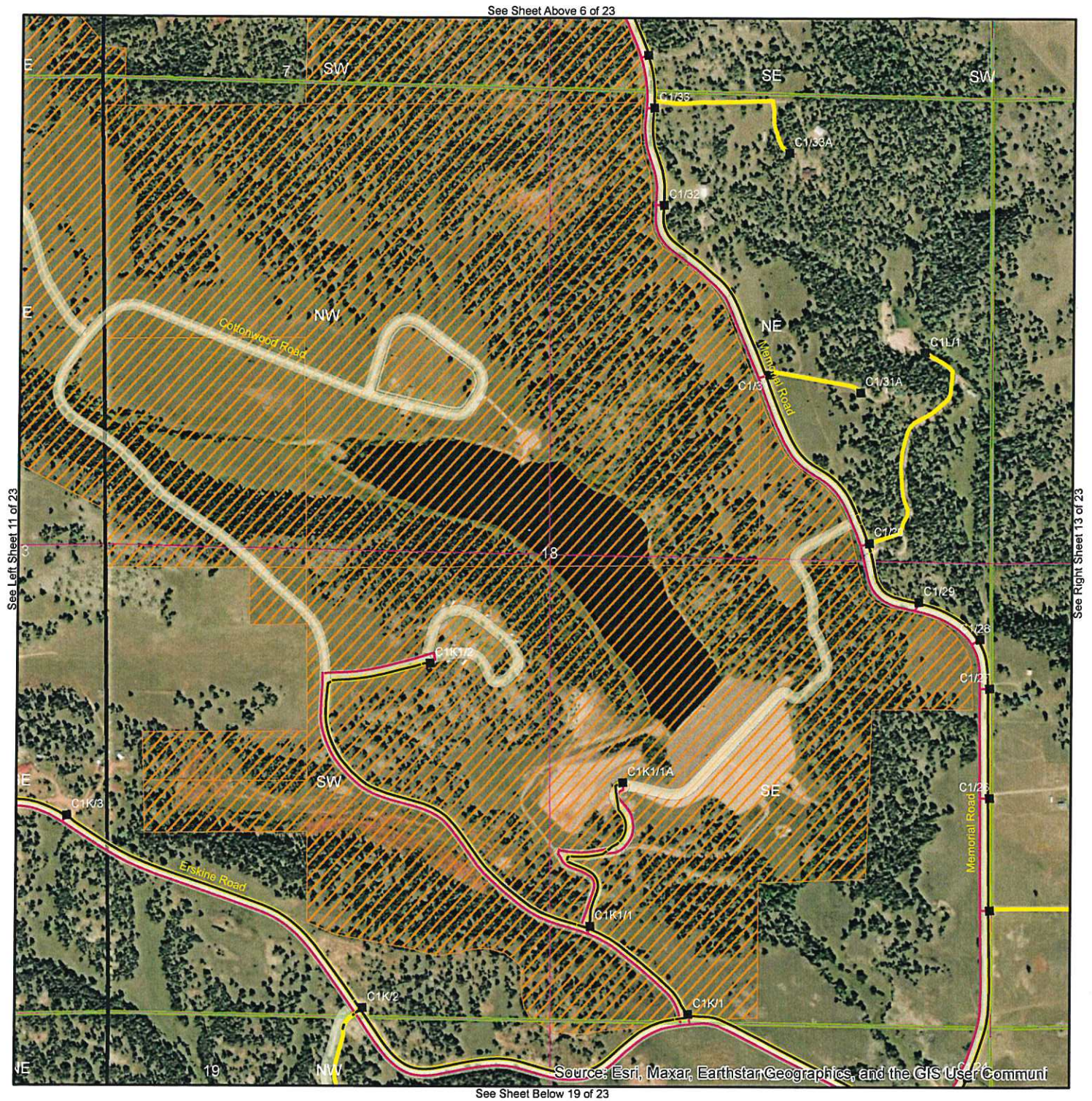
Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
Angostura East
Fall River County



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Route: Route #C1K	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 11 of 23

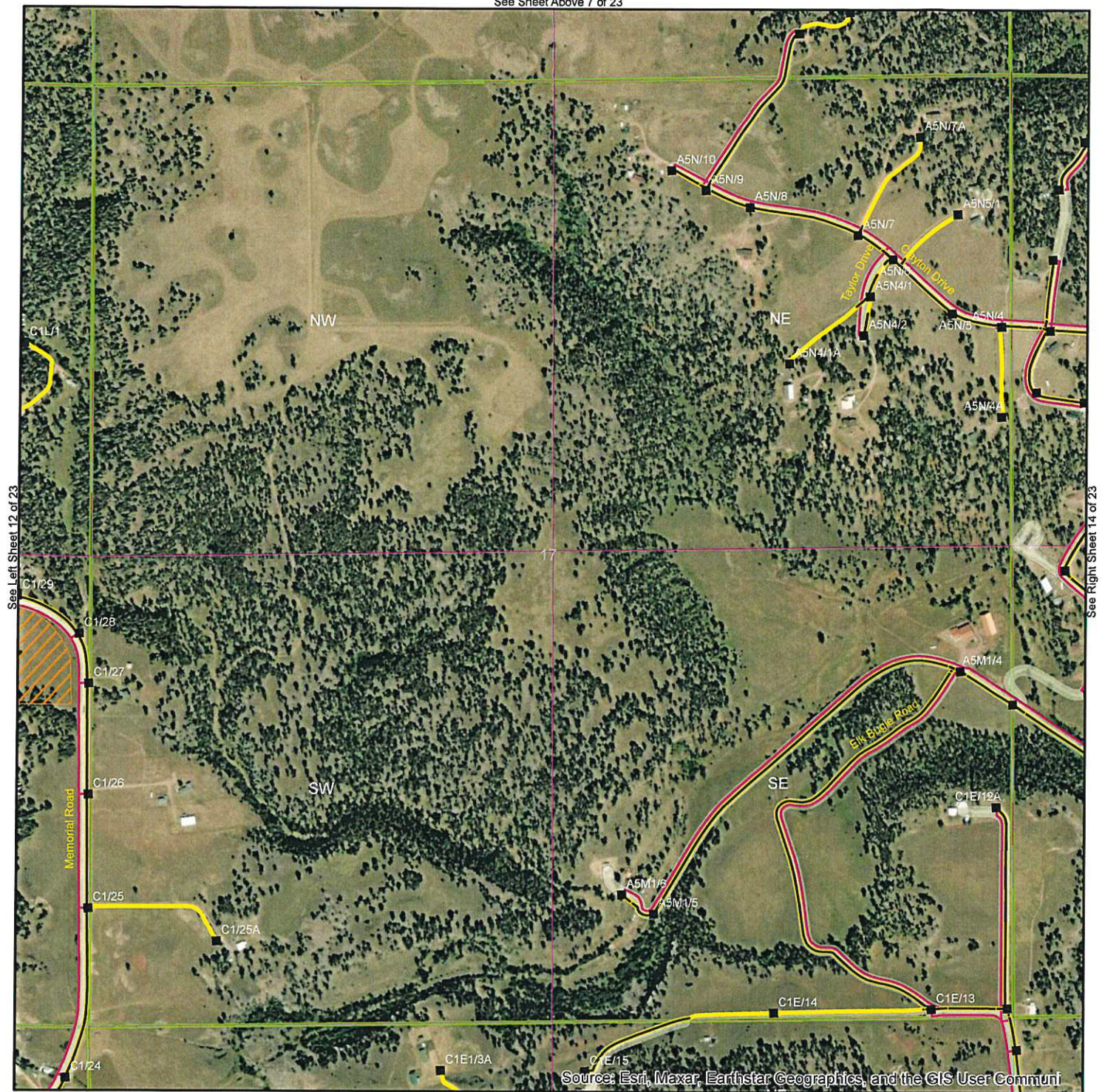
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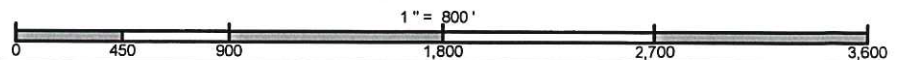
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—	TEL_FIBER (24)
—	Cable_In_County (50)
—	Alt_Cable_In_County (39)
—	BASE_CNTY_ROW_Buffer (13)
—	BASE_LAND_COE_BNDRY (7)

<p>1" = 800'</p> <p>0 450 900 1,800 2,700 3,600</p>		
<p>Golden West Telecommunications Cooperative, Inc.</p> <p>P.O. Box 411, Wall, SD 57790</p>		
<p>Hot Springs Rural FTTH Upgrade 2024</p> <p>County Right-of-Way Exhibit</p> <p>Angostura East</p> <p>Fall River County</p>		
Quad Name: Minnekahta NE	T07SR05E	Section: 18
Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjette	Date Saved: 3/1/2024 8:10:07 AM	Page 12 of 23

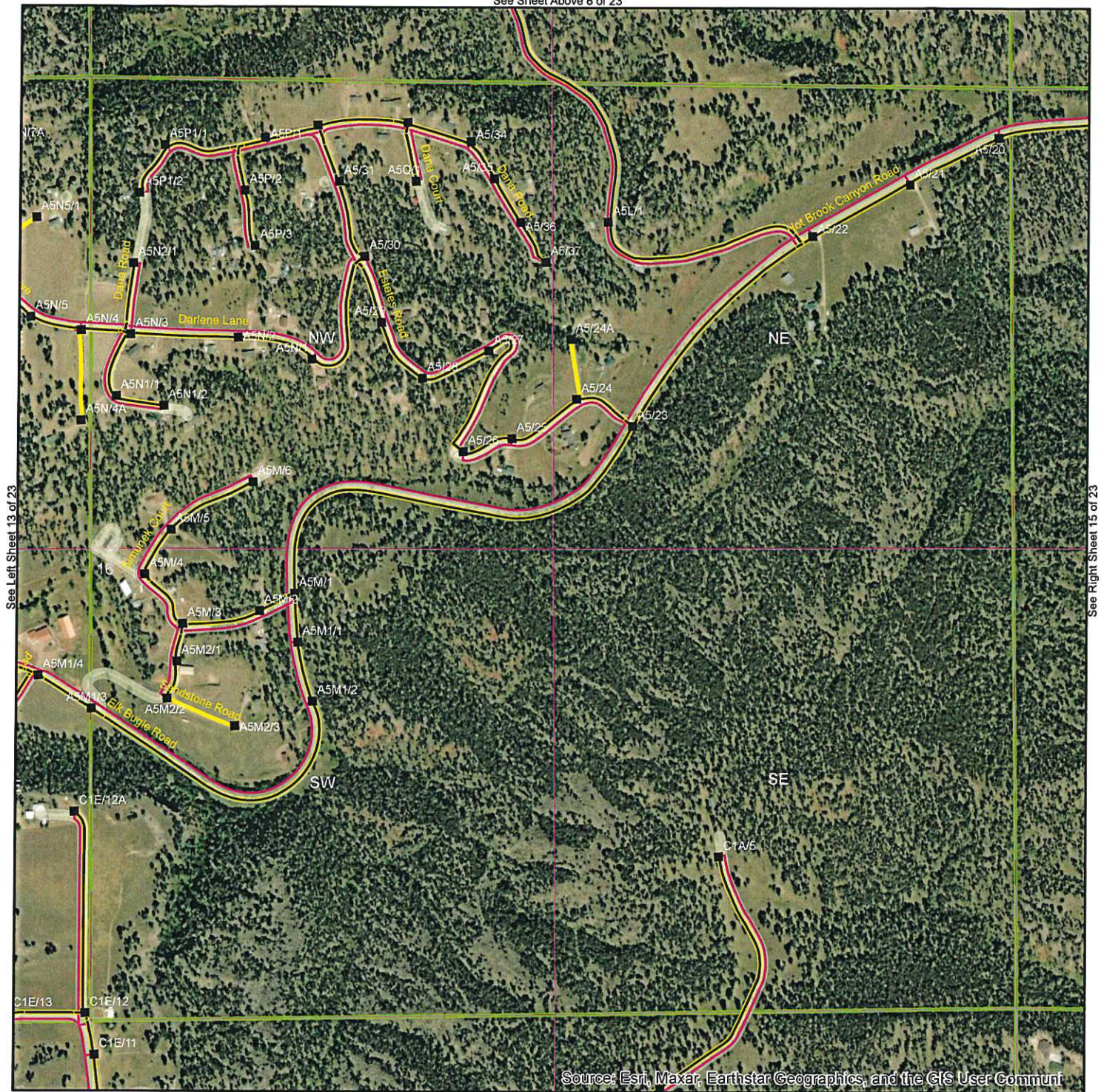
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Legend	
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—	Cable_In_County
—	Alt_Cable_In_County
—	BASE_CNTY_ROWV_Buffer
—	BASE_LAND_COE_BNDRY

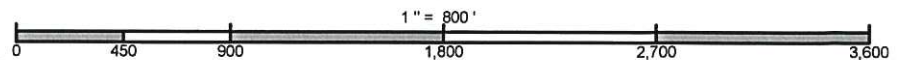


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Hot Springs Rural FTTH Upgrade 2024		
County Right-of-Way Exhibit		
Angostura East		
Fall River County		
Quad Name: Minnekahta NE	T07SR05E	Section: 17
Route: Route #A5 & C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjette	Date Saved: 3/1/2024 8:10:07 AM	Page 13 of 23



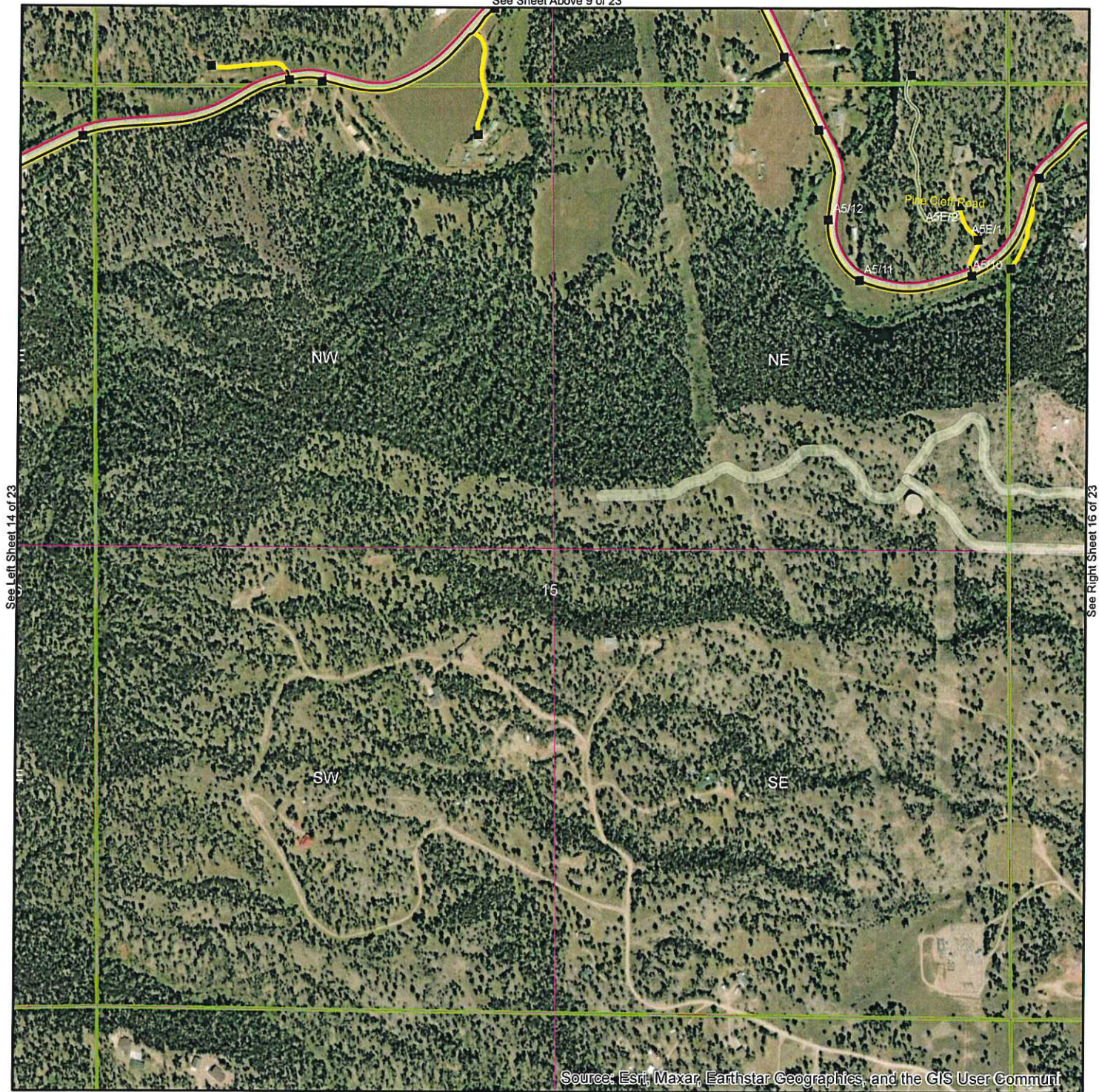
See Sheet Below 21 of 23

Legend	
■	TEL_FIBER_VAULT
—	TEL_FIBER (59)
—	Cable_In_County
—	All_Cable_In_County
—	BASE_CNTY_ROW_Buffer



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Hot Springs Rural FTTH Upgrade 2024		
County Right-of-Way Exhibit		
Angostura East		
Fall River County		
Quad Name: Minnekahta NE	T07SR05E	Section: 16
Route: Route #A5	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 14 of 23



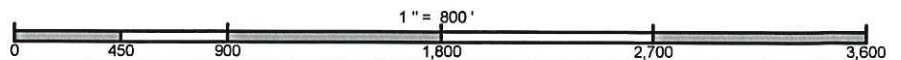


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 22 of 23

Legend

- TEL_FIBER_VAULT (17)
- TEL_FIBER (18)
- Future_Cable_In_County (4)
- Cable_In_County (17)
- Alt_Cable_In_County (12)
- BASE_CNTY_ROW_Buffer (3)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

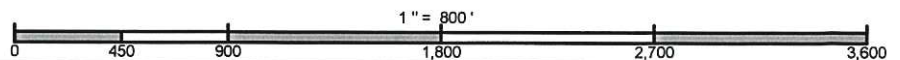
County Right-of-Way Exhibit
Angostura East
Fall River County



Quad Name: Minnekahta NE	T07SR05E	Section: 15	Date: 3/1/2024 Page 15 of 23
Route: Route #A5	Author: Heberly and Associates		
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM		

Legend

- TEL_FIBER_VAULT (19)
- TEL_FIBER (21)
- Future_Cable_In_County (4)
- Cable_In_County (26)
- Alt_Cable_In_County (15)
- BASE_CNTY_ROW_Buffer (7)



P.O. Box 411, Wall, SD 57790

County Right-of-Way Exhibit
Angostura East
Fall River County



Quad Name: Hot Springs	T07SR05E	Section: 14	
Route: Route #A5	Author: Heberly and Associates		Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM		Page 16 of 23



See Sheet Below - of 23

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Hot Springs

T07SR05E

Section: 13

Route: Route #A5

Author: Heberly and Associates

Date: 3/1/2024

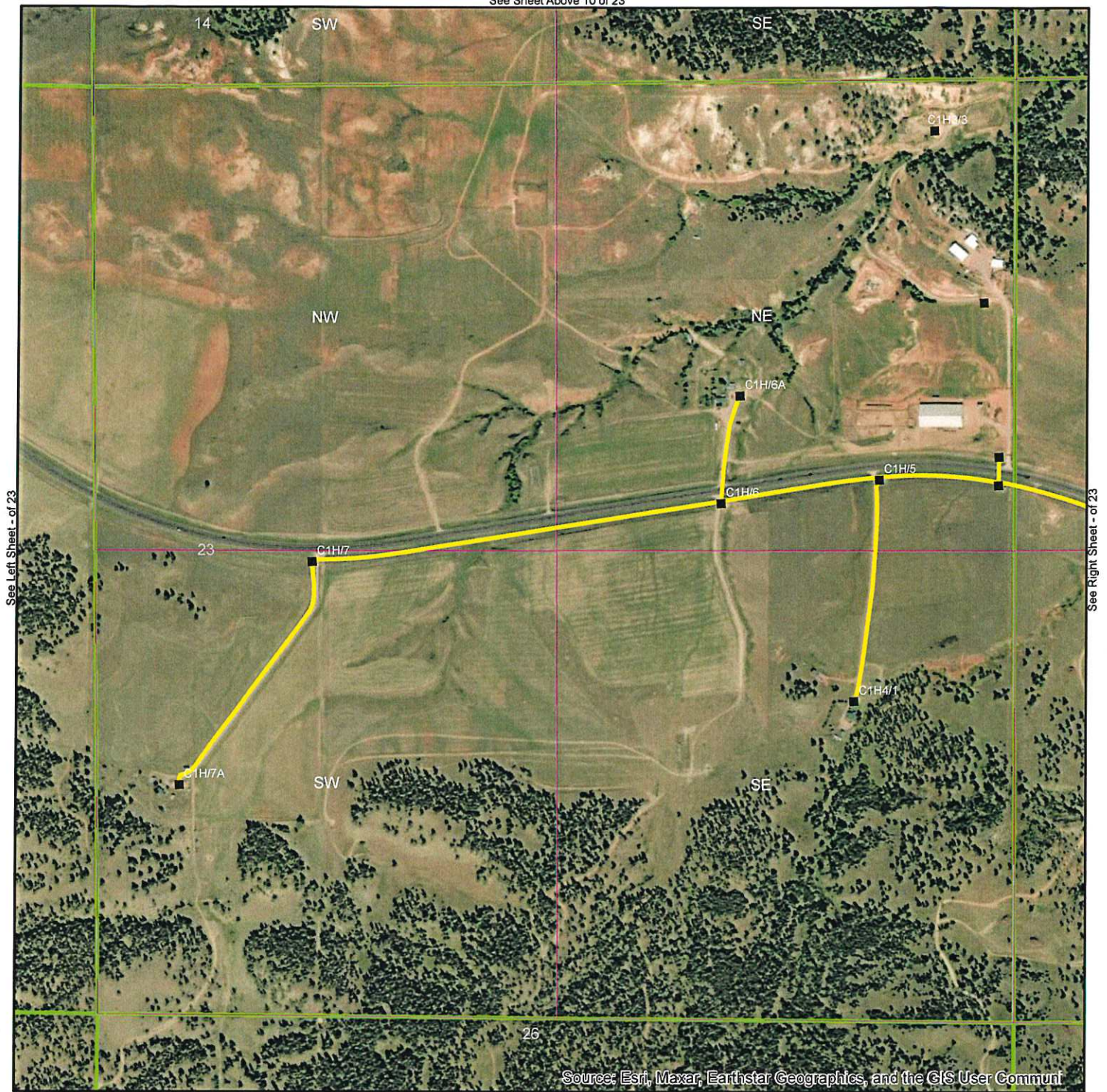
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Page 17 of 23

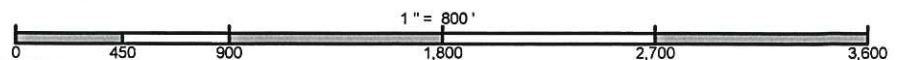
Legend

- TEL_FIBER (1)
- Cable_In_County (1)
- Alt_Cable_In_County (1)
- BASE_CNTY_ROW_Buffer (1)
- BASE_LAND_FWP_BNDRY (1)



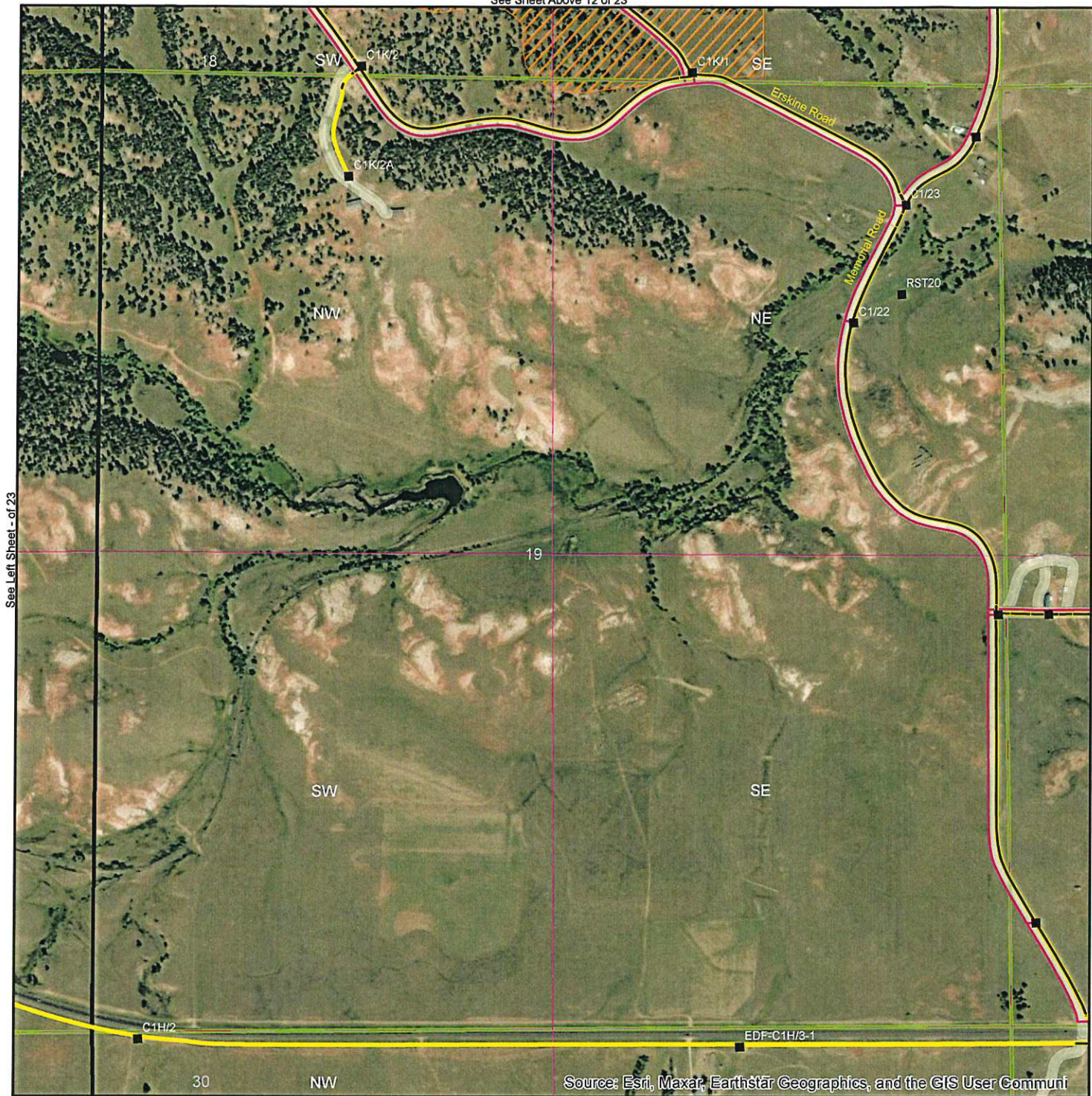
See Sheet Below - of 23

Legend	
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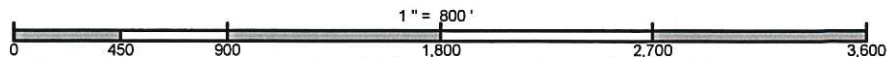
Golden West Telecommunications Cooperative, Inc.		
P.O. Box 411, Wall, SD 57790		
Hot Springs Rural FTTH Upgrade 2024		
County Right-of-Way Exhibit		
Angostura East		
Fall River County		
Quad Name: Minnekahta NE	T07SR04E	Section: 23
Route: Route #C1H	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetta	Date Saved: 3/1/2024 8:10:07 AM	Page 18 of 23





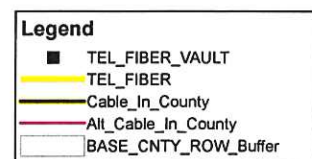
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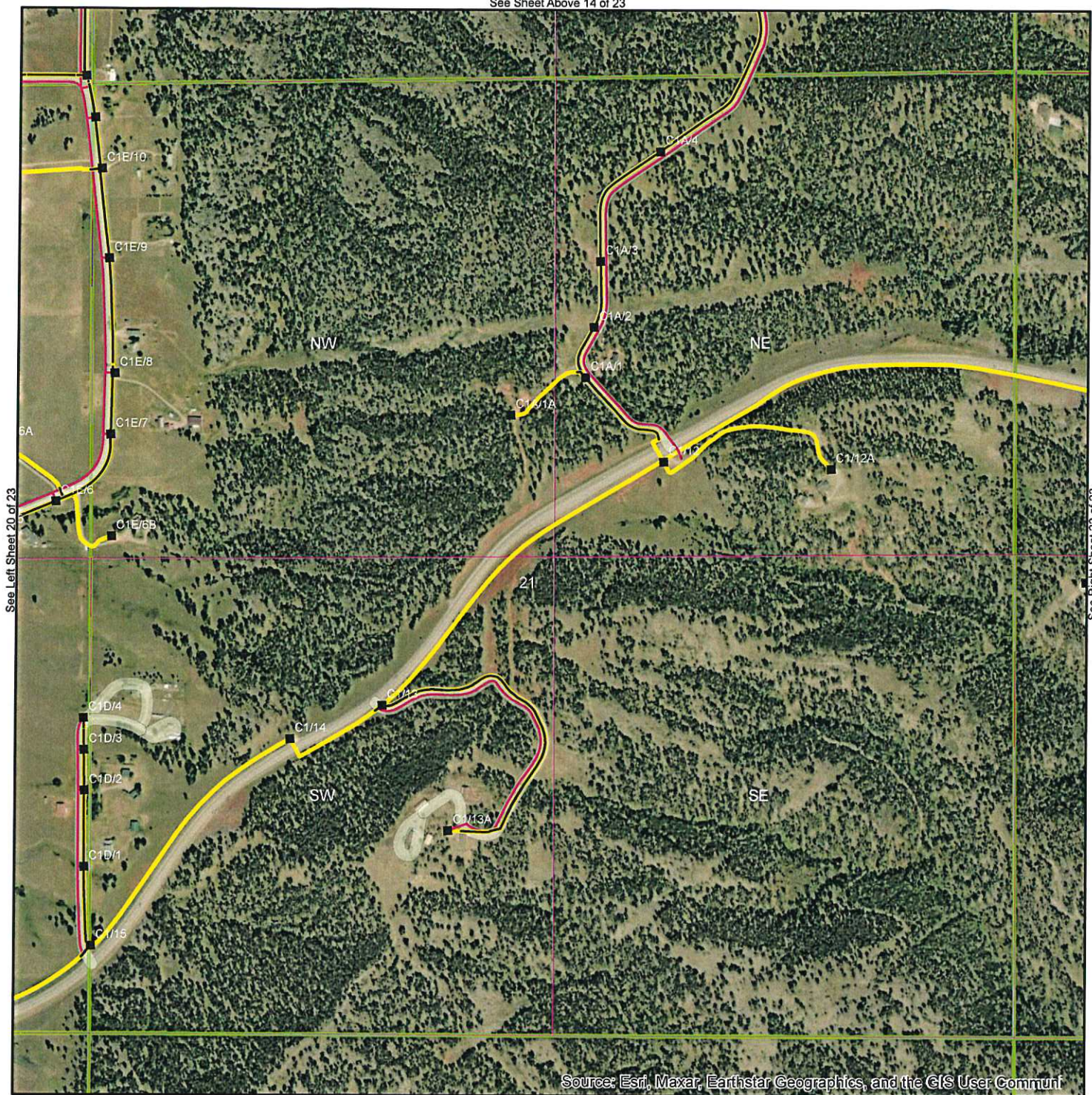
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—	TEL_FIBER
—	Cable_In_County
—	Alt_Cable_In_County
—	BASE_CNTY_ROW_Buffer
—	BASE_LAND_COE_BNDRY



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Hot Springs Rural FTTH Upgrade 2024		
County Right-of-Way Exhibit		
Angostura East		
Fall River County		
Quad Name: Minnekahta NE	T07SR05E	Section: 19
Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjlette	Date Saved: 3/1/2024 8:10:07 AM	Page 19 of 23



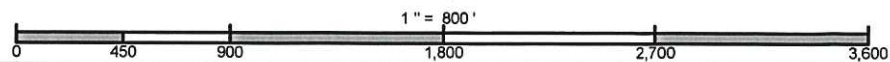




See Sheet Below - of 23

Legend

- TEL_FIBER_VAULT (24)
- TEL_FIBER (30)
- Cable_In_County (38)
- Alt_Cable_In_County (27)
- BASE_CNTY_ROW_Buffer (12)

**Golden West Telecommunications Cooperative, Inc.**

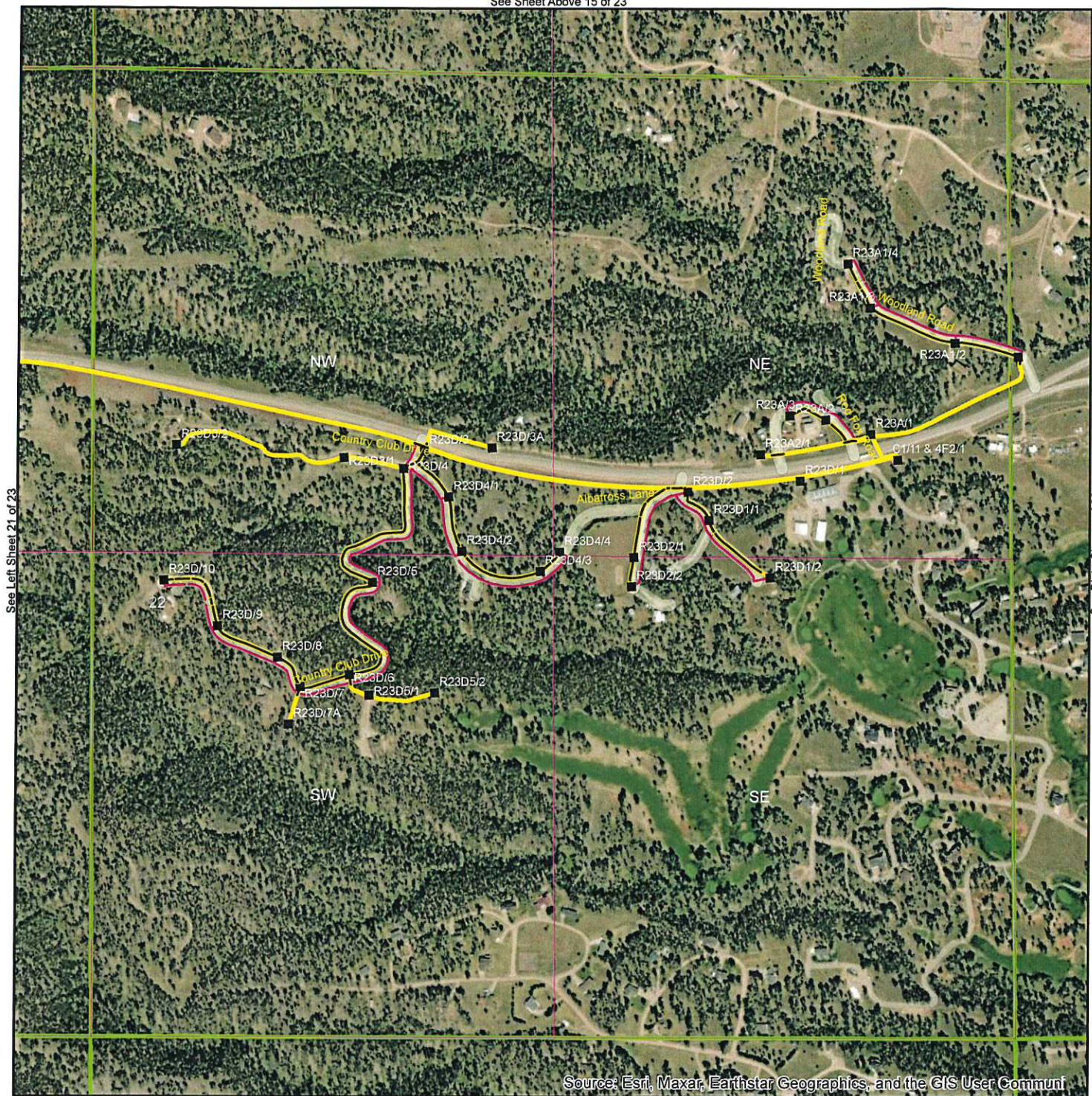
P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
 Angostura East
 Fall River County



Quad Name: Minnekahta NE	T07SR05E	Section: 21
Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 21 of 23

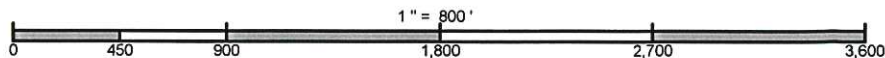


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below - of 23

Legend

- TEL_FIBER_VAULT (33)
- TEL_FIBER (33)
- Cable_In_County (64)
- Alt_Cable_In_County (33)
- BASE_CNTY_ROW_Buffer (15)

**Golden West Telecommunications Cooperative, Inc.**

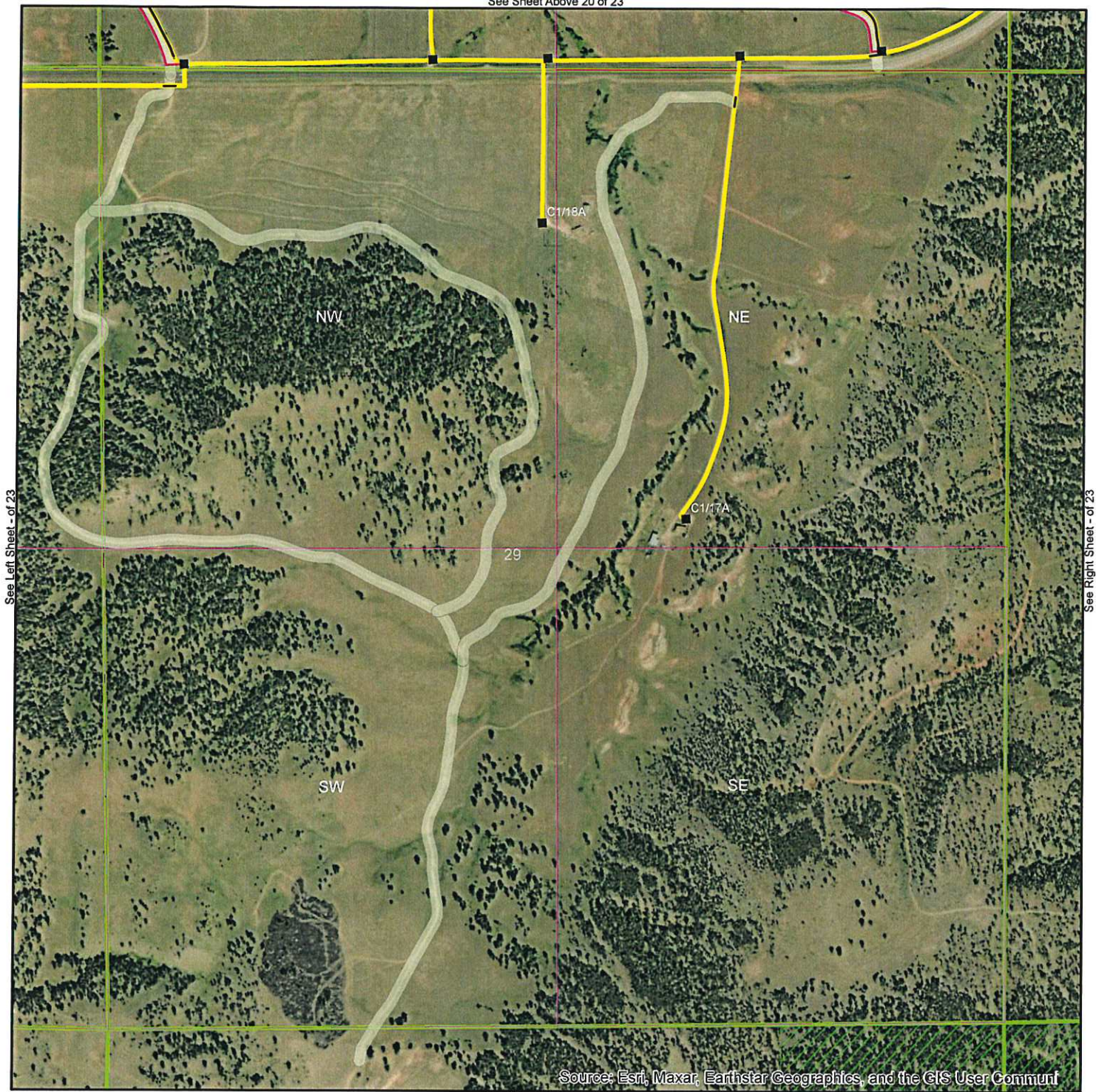
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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
 Angostura East
 Fall River County

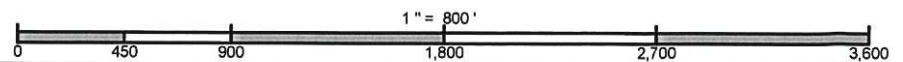


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Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 22 of 23



Legend

- TEL_FIBER_VAULT (7)
- TEL_FIBER (13)
- Cable_In_County (7)
- Alt_Cable_In_County (2)
- BASE_CNTY_ROW_Buffer (5)
- BASE_LAND_FOREST_BNDRY (2)



Golden West Telecommunications Cooperative, Inc.

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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
Angostura East
Fall River County



Quad Name: Minnekahta NE	T07SR05E	Section: 29
Route: Route #C1	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 23 of 23

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 3/7/2024 FALL RIVER COUNTY, Hot Springs, SOUTH DAKOTA

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: See Spreadsheet To: See Spread Sheet.

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

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

The following information is pertinent to the proposed installation:

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

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

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

APPROVED _____ 20____

SUBMITTED March 7, 2024

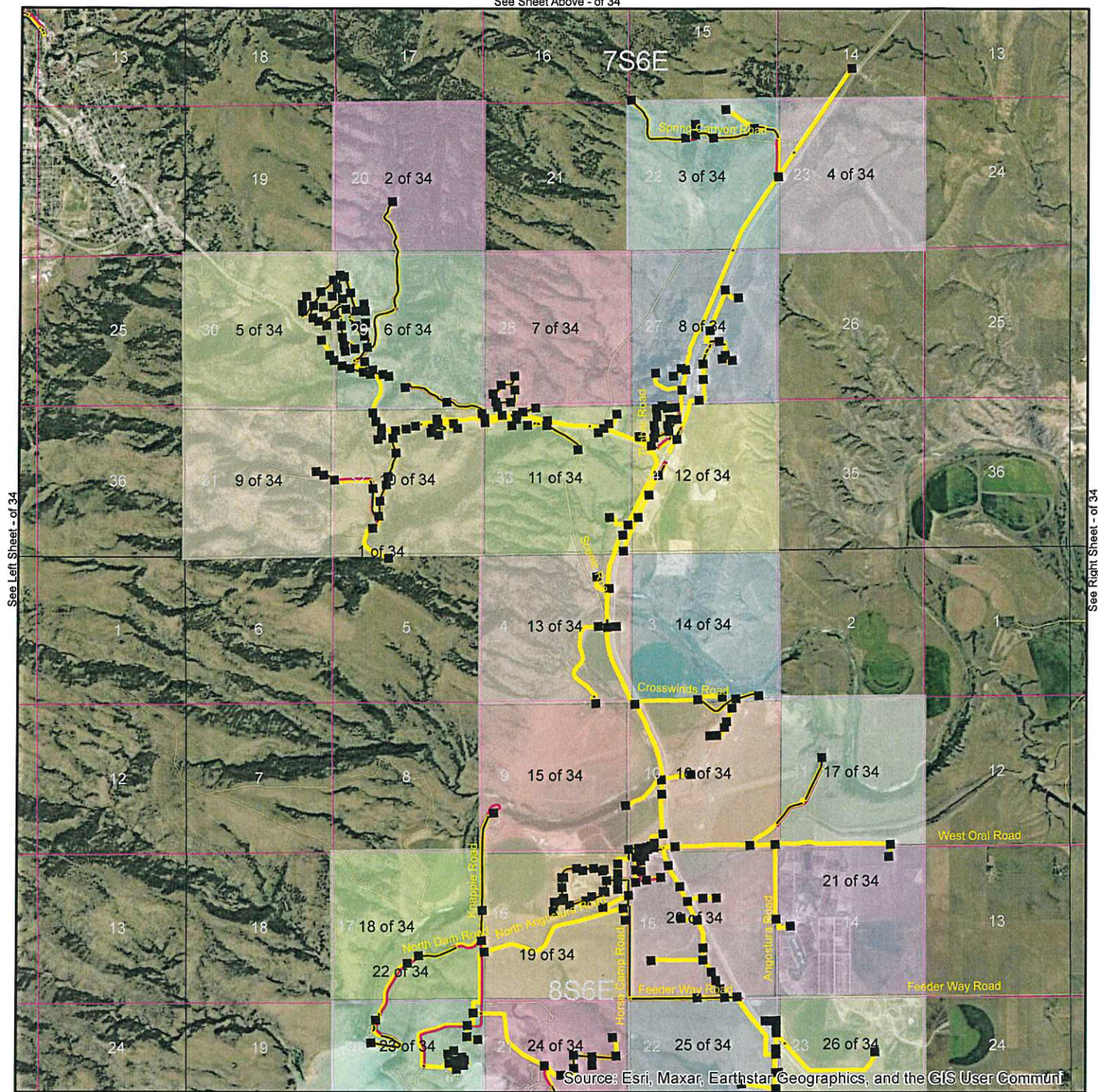
County Chairman



County Auditor

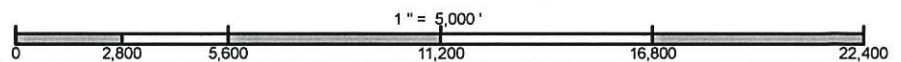
By Travis Velk

Field Engineer
Title



See Sheet Below - of 34

Legend	
■	TEL_FIBER_VAULT (337)
—	TEL_FIBER (294)
—	County Road R/W (111)
—	Cable_In_County (468)
—	Alt_Cable_In_County (102)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

Quad Name: Hot Springs

Key Map 01

Section: 0

Route: Route #A, B, C & D

Author: Heberly and Associates

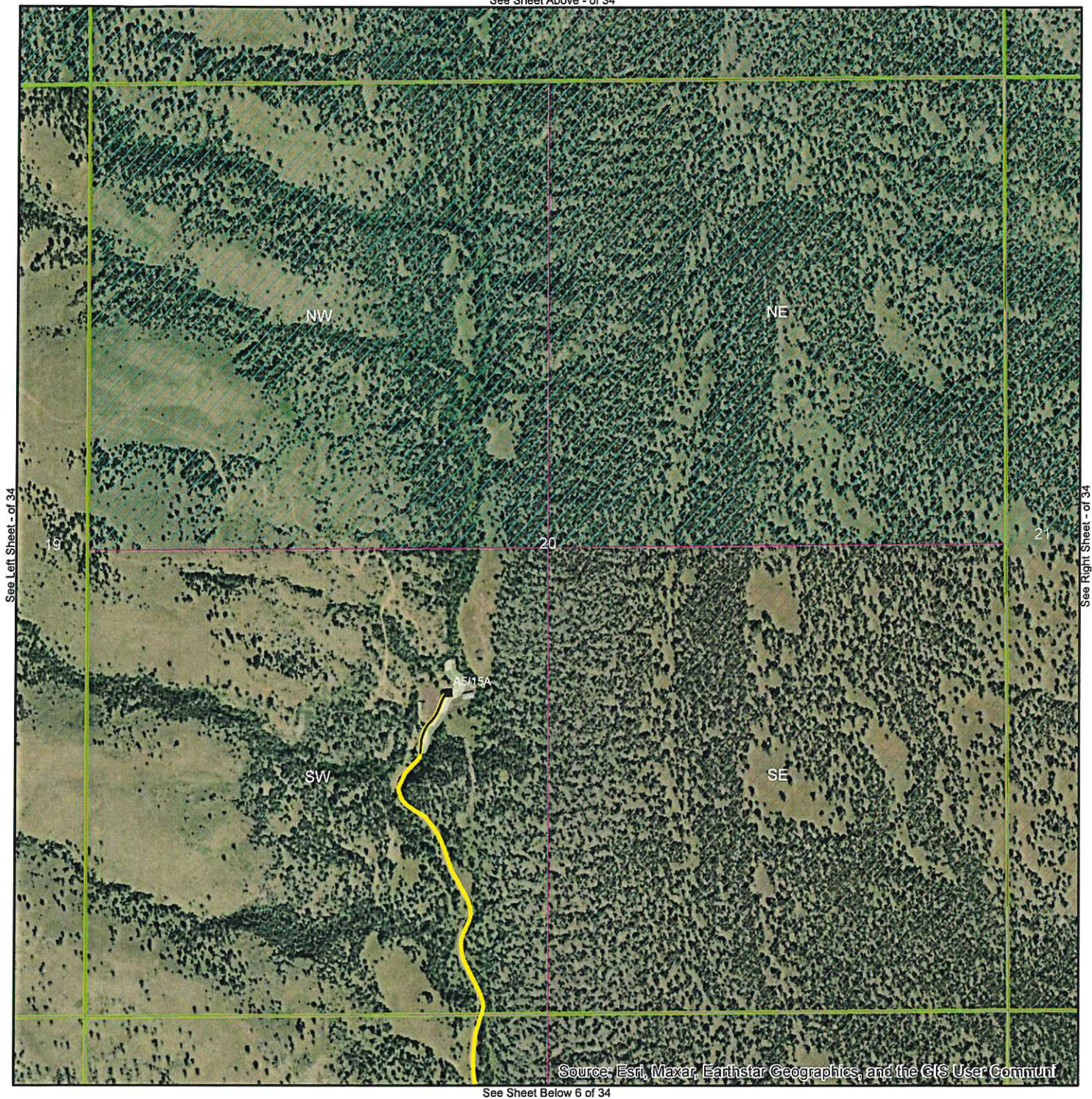
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See Sheet Below 6 of 34

Legend	
	TEL_FIBER_VAULT (1)
	TEL_FIBER (1)
	Cable_In_County (1)
	BASE_CNTY_ROW_Buffer (1)
	BASE_LAND_BLM_BNDRY (3)
	BASE_LAND_FWP_BNDRY (5)

1" = 800'

0

450

900

1,800

2,700

3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

Quad Name: Hot Springs

T07SR06E

Section: 20

Route: Route #A5

Author: Heberly and Associates

Date: 3/1/2024

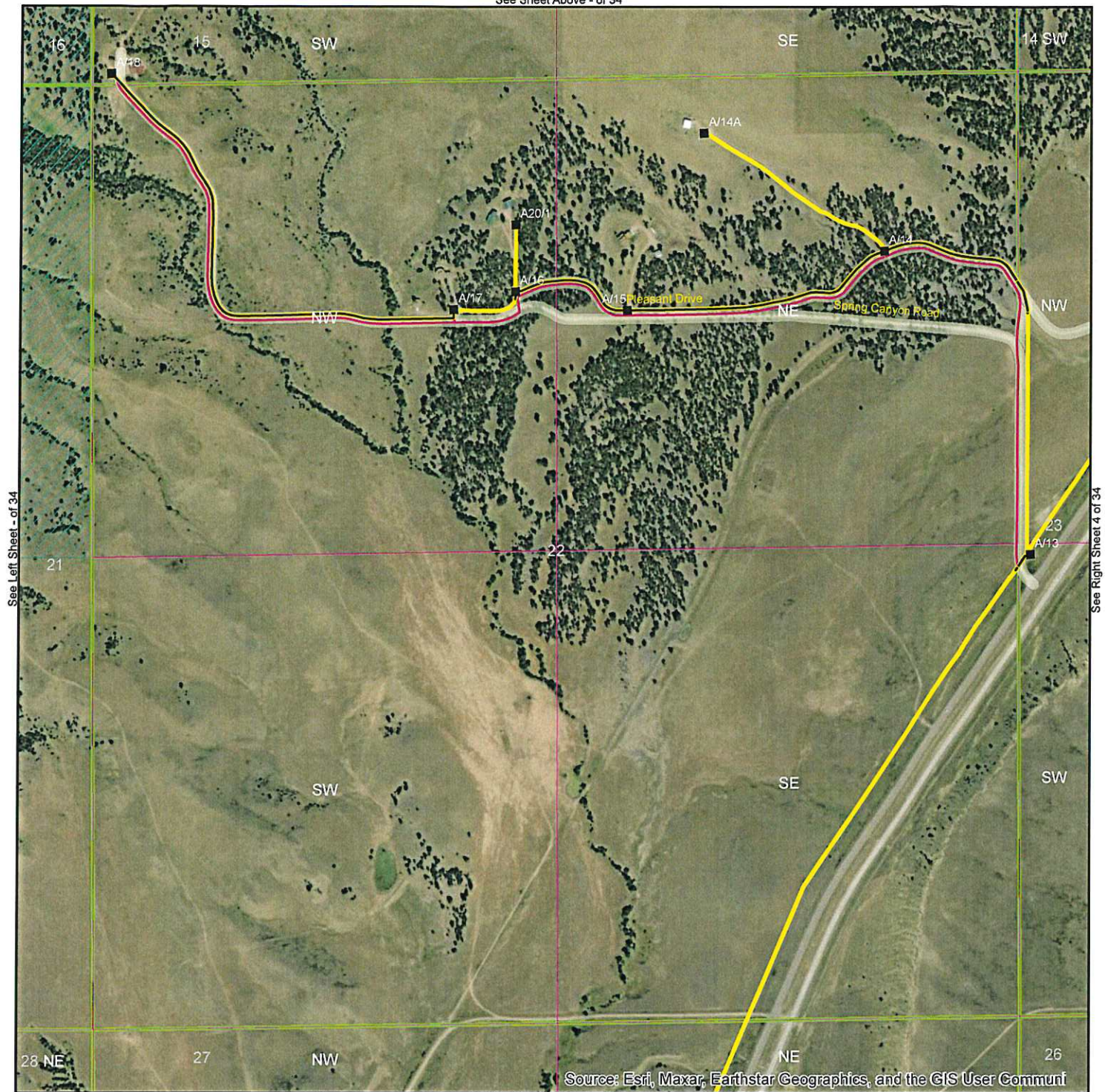
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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Communi

See Sheet Below 8 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Hot Springs

T07SR06E

Section: 22

Route: Route #A

Author: Heberly and Associates

Date: 3/1/2024

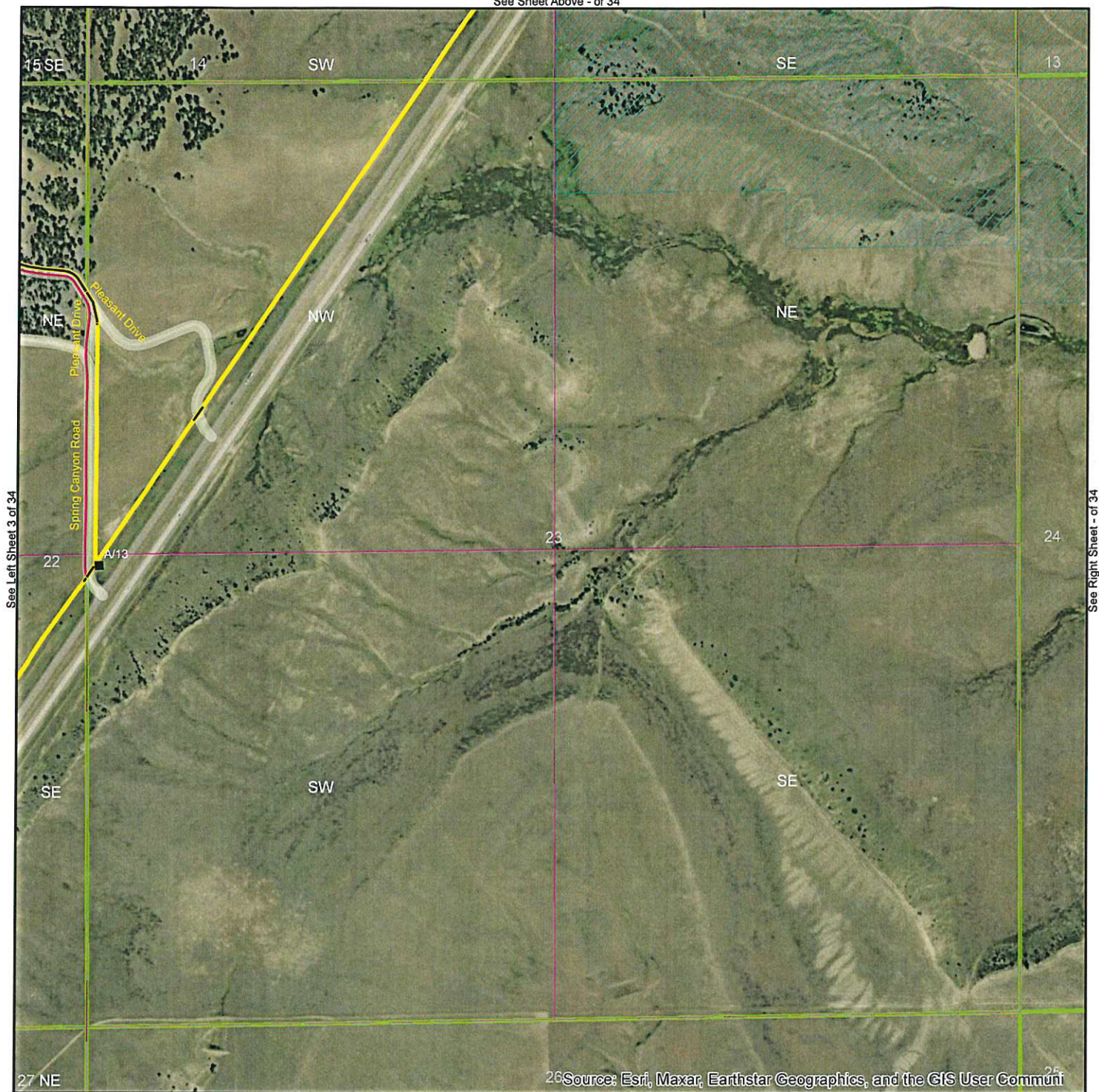
User Name: jjette

Date Saved: 3/1/2024 8:10:07 AM

Page 3 of 34

Legend

- TEL_FIBER_VAULT (8)
- TEL_FIBER (11)
- Cable_In_County (11)
- Alt_Cable_In_County (10)
- BASE_CNTY_ROW_Buffer (3)
- BASE_LAND_FWP_BNDRY (2)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below - of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Buffalo Gap

T07SR06E

Section: 23

Route: Route #A

Author: Heberly and Associates

Date: 3/1/2024

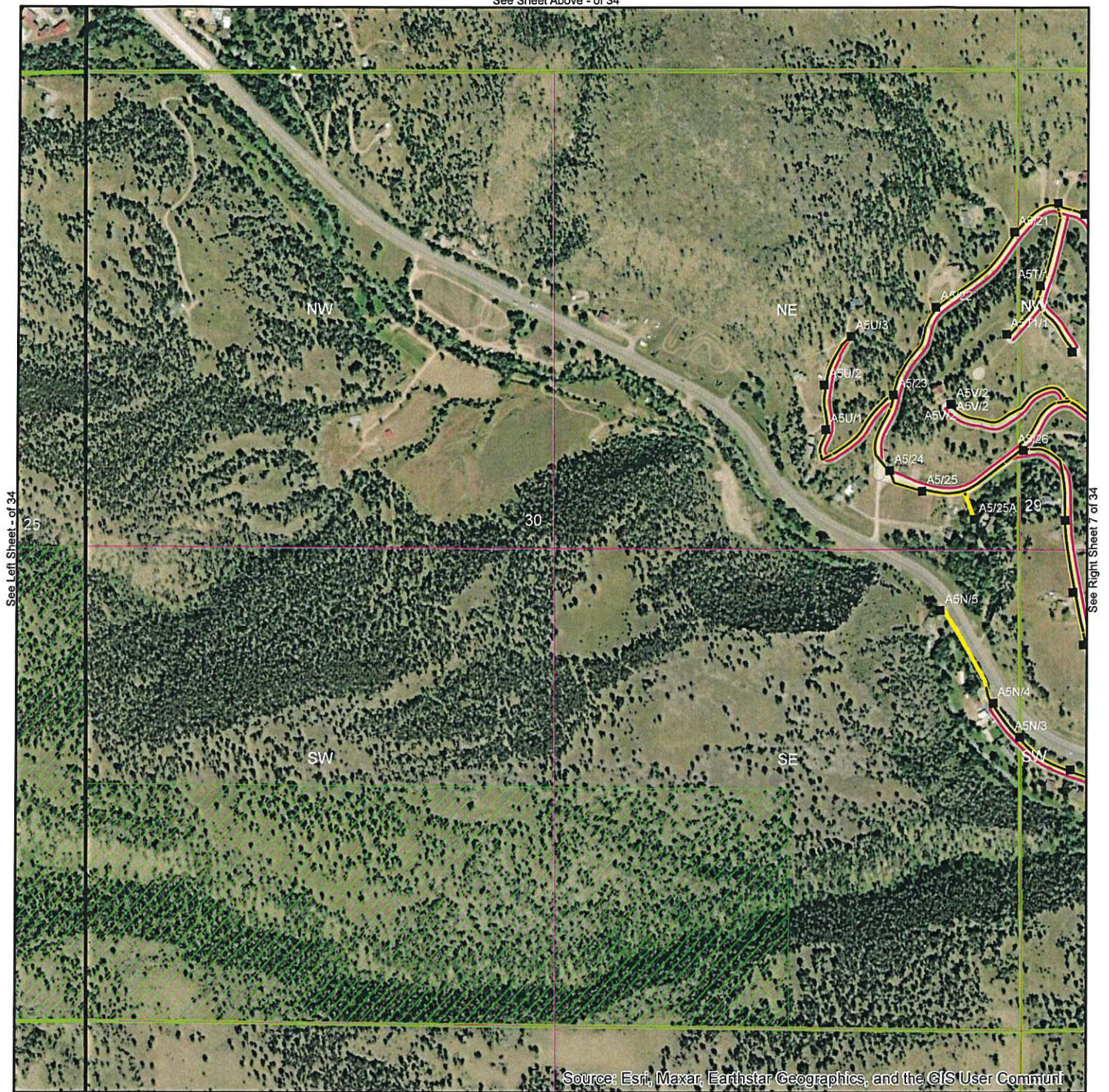
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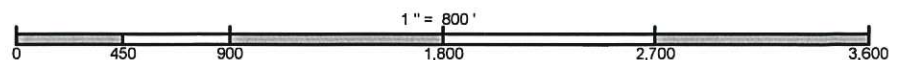
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- TEL_FIBER (4)
- Cable_In_County (6)
- All_Cable_In_County (2)
- BASE_CNTY_ROW_Buffer (3)
- BASE_LAND_FWP_BNDRY (1)



See Sheet Below 9 of 34

Legend

- TEL_FIBER_VAULT (26)
- TEL_FIBER (26)
- Cable_In_County (59)
- Alt_Cable_In_County (11)
- BASE_CNTY_ROW_Buffer (11)
- BASE_LAND_FOREST_BNDRY (2)

**Golden West Telecommunications Cooperative, Inc.**

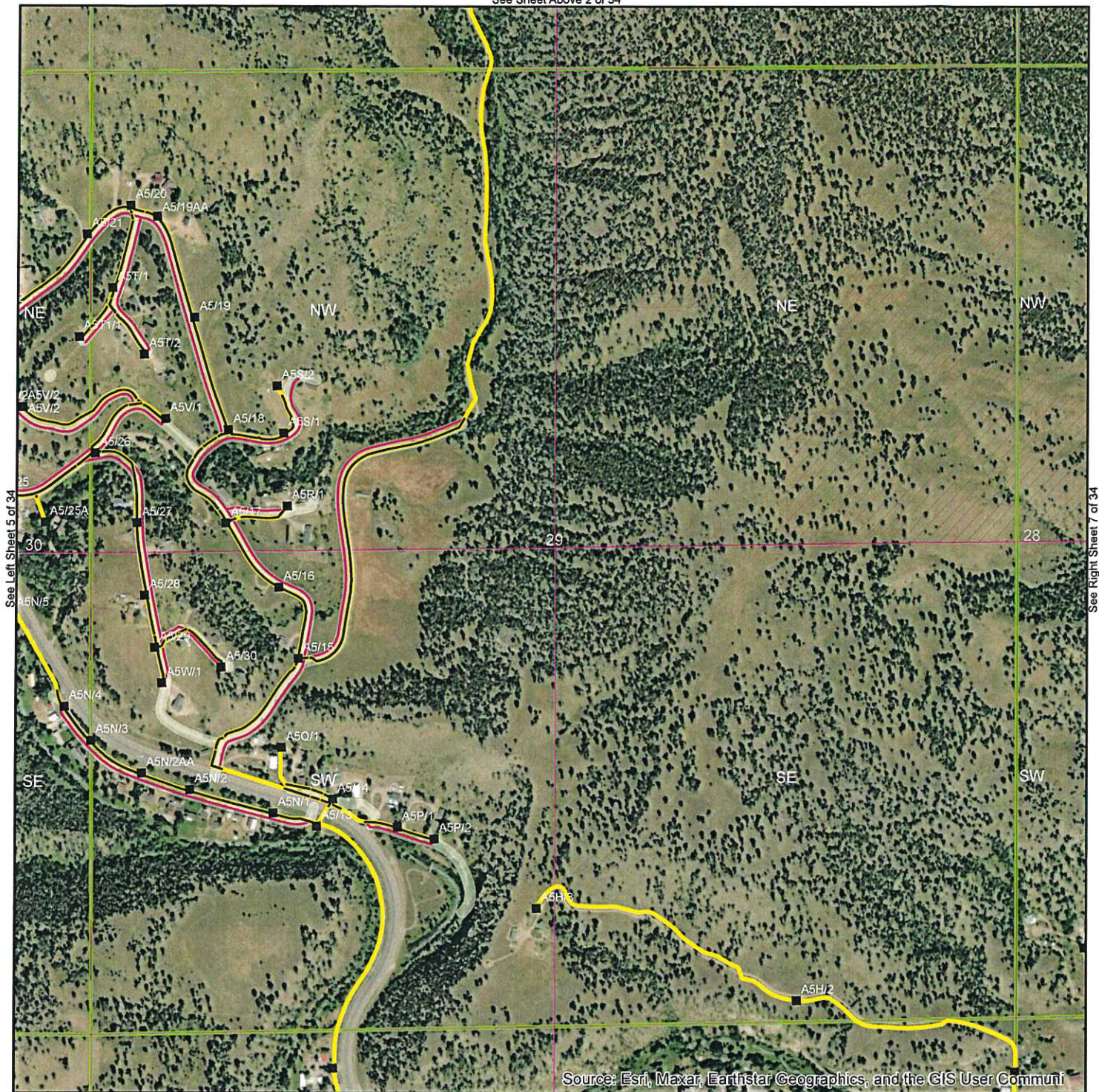
P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
Angostura East
Fall River County



Quad Name: Hot Springs	T07SR06E	Section: 30
Route: Route #A5	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 5 of 34



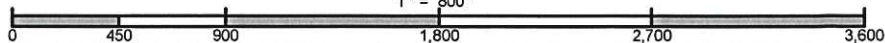
See Left Sheet 5 of 34

See Right Sheet 7 of 34

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 10 of 34

1" = 800'



Legend	
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	TEL_FIBER (42)
	Cable_In_County (93)
	Alt_Cable_In_County (18)
	BASE_CNTY_ROW_Buffer (17)
	BASE_LAND_BLM_BNDRY (4)

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

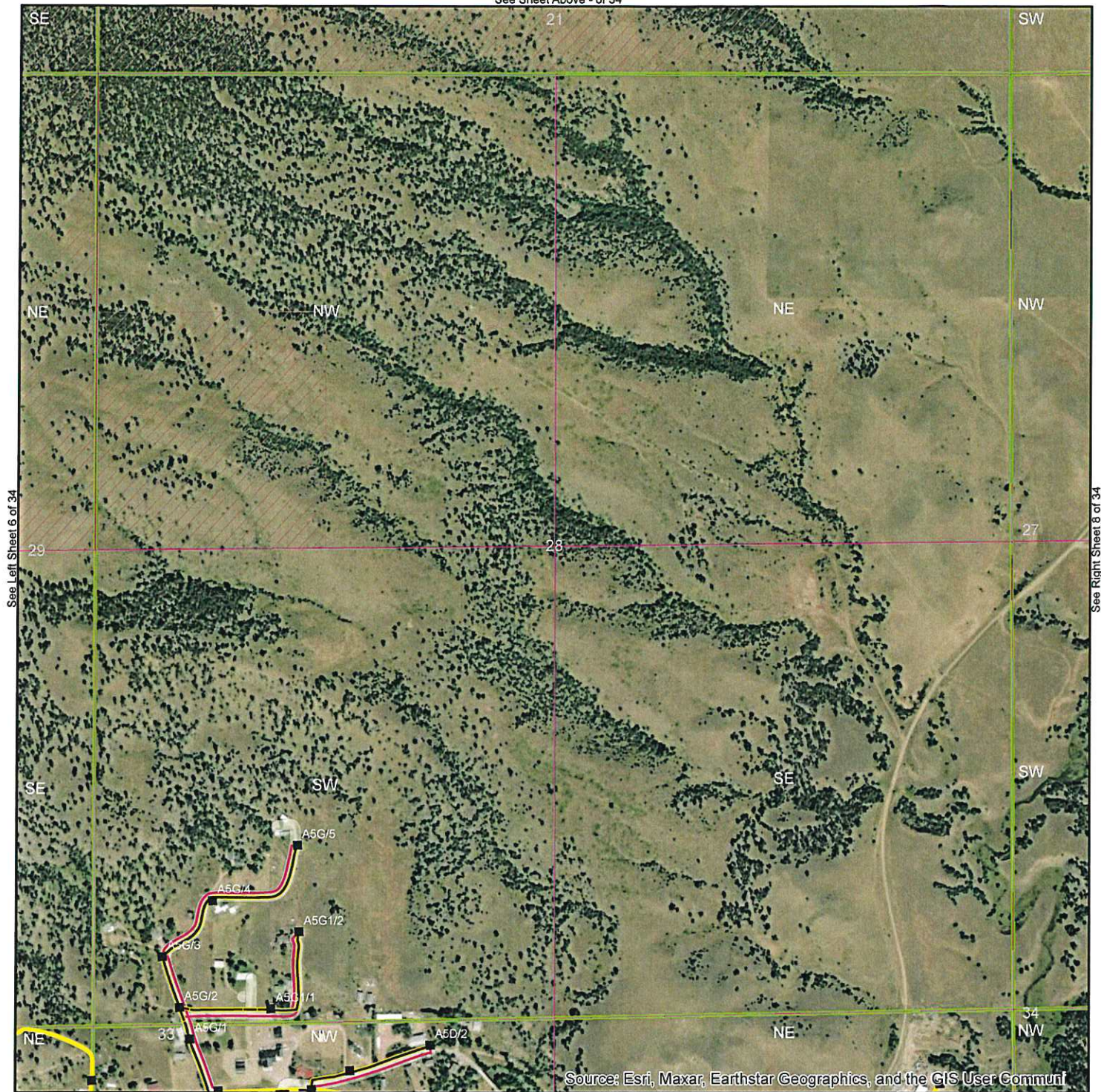
Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

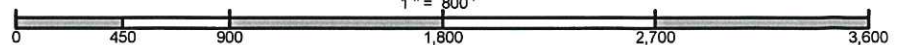
Fall River County

Quad Name: Hot Springs	T07SR06E	Section: 29	<div style="text-align: center;"> <p>N</p> </div>
Route: Route #A5	Author: Heberly and Associates	Date: 3/1/2024	
User Name: jljetta	Date Saved: 3/1/2024 8:10:07 AM	Page 6 of 34	



See Sheet Below 11 of 34

1" = 800'



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

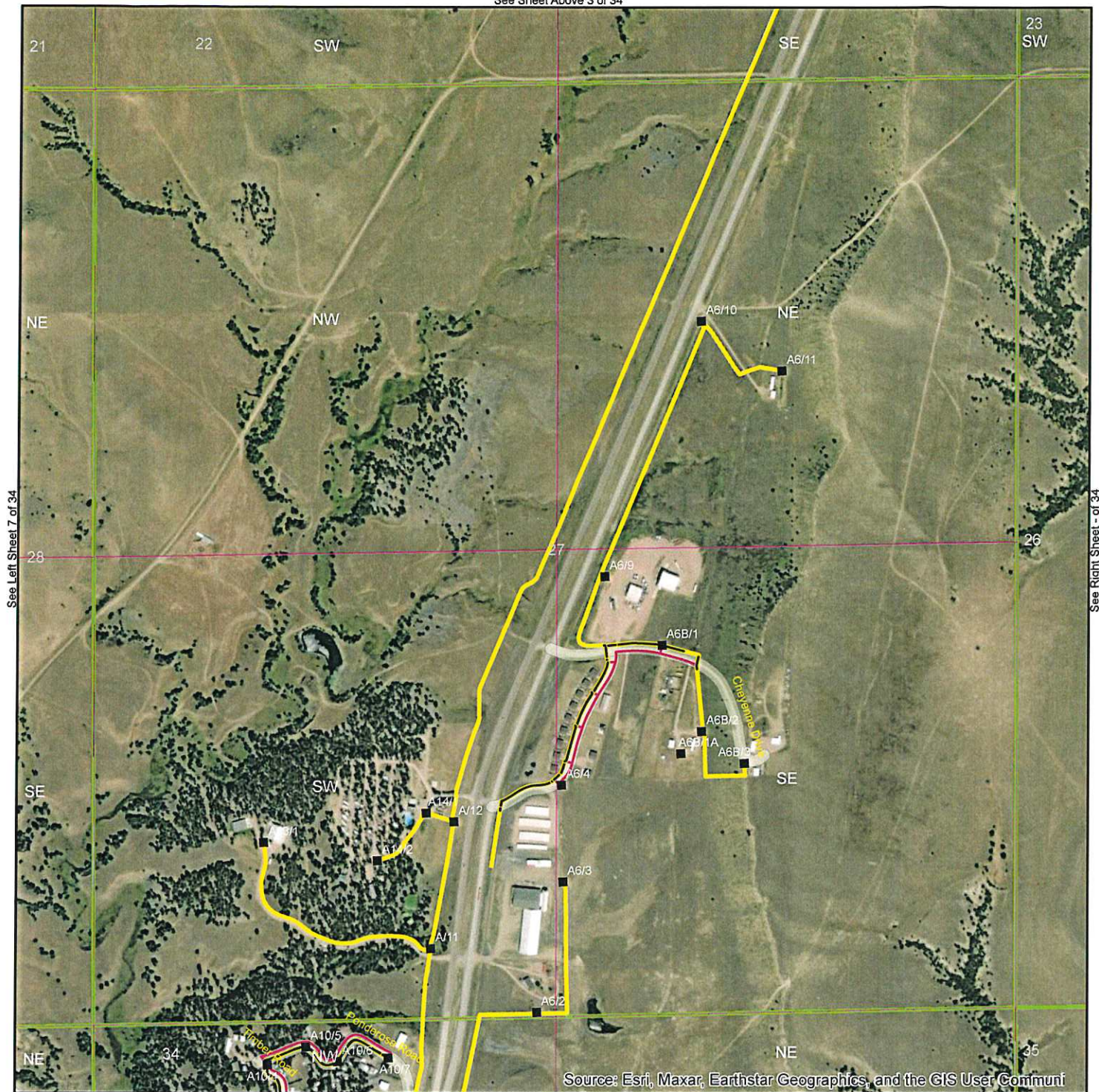
Fall River County



Quad Name: Hot Springs	T07SR06E	Section: 28
Route: Route #A5G	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 7 of 34

Legend

■	TEL_FIBER_VAULT
—	TEL_FIBER (19)
—	Cable_In_County
—	Alt_Cable_In_County
—	BASE_CNTY_ROW_Buffer
—	BASE_LAND_BLM_BNDRY



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 12 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Legend

- TEL_FIBER_VAULT (19)
- TEL_FIBER (25)
- Cable_In_County (24)
- Alt_Cable_In_County (21)
- BASE_CNTY_ROW_Buffer (6)

Quad Name: Hot Springs

T07SR06E

Section: 27

Route: Route #A6B

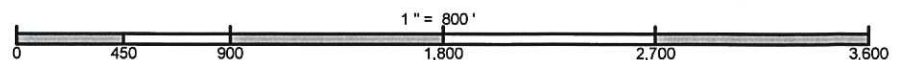
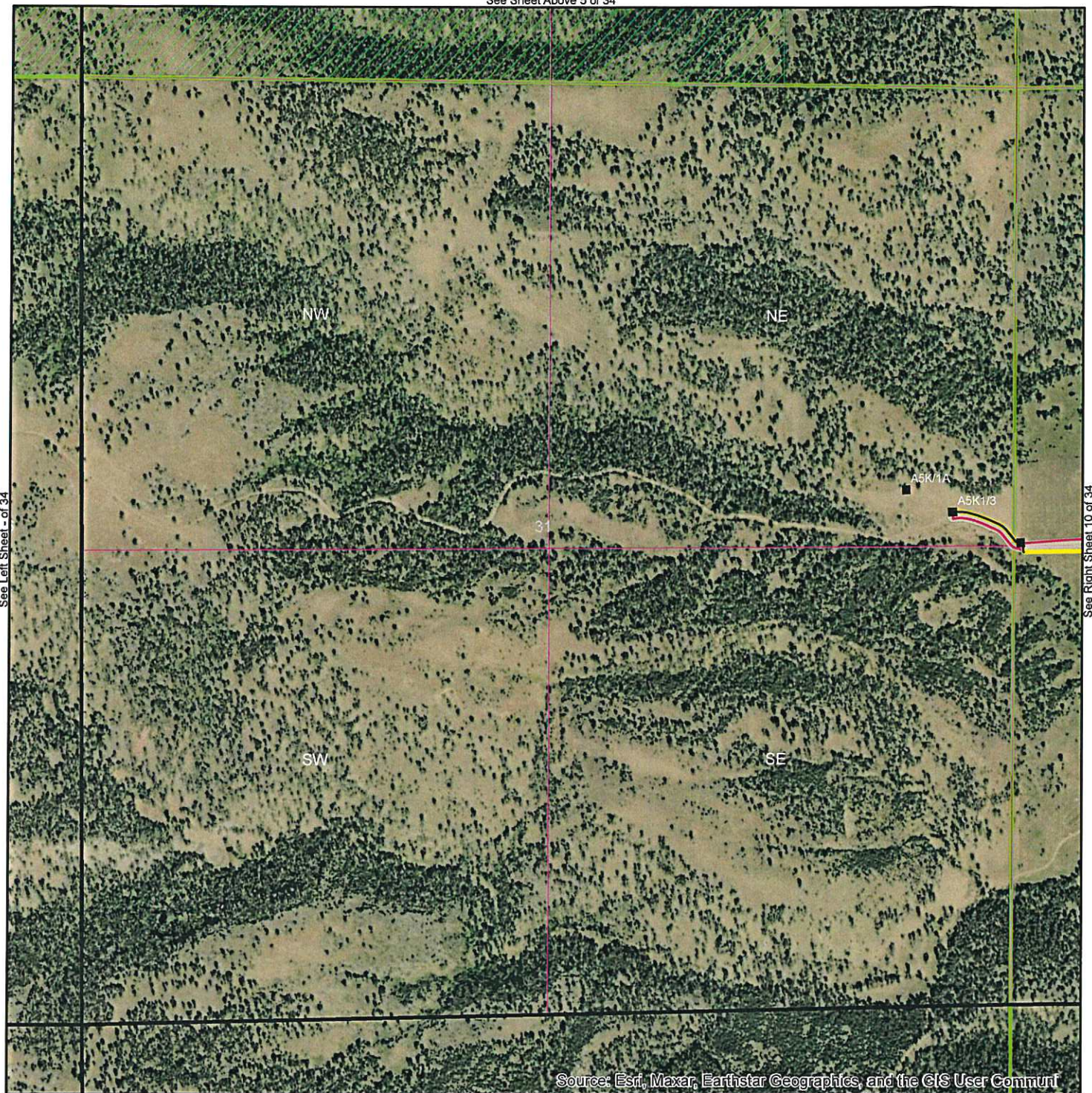
Author: Heberly and Associates

Date: 3/1/2024

User Name: jljetje

Date Saved: 3/1/2024 8:10:07 AM

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P.O. Box 411, Wall, SD 57790

Angostura East
Fall River County

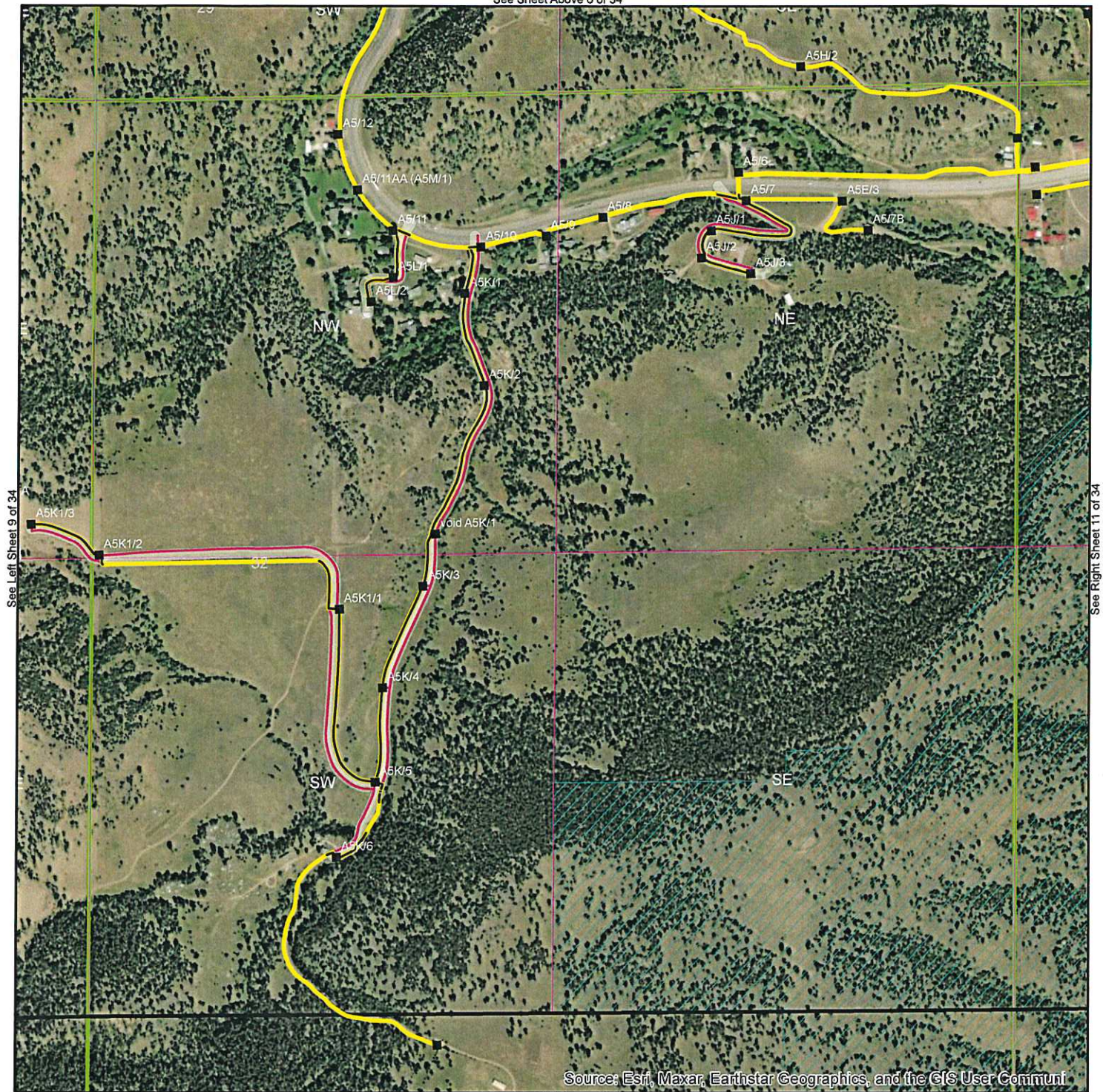
Section: 31

Date: 3/1/2024

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- TEL_FIBER_VAULT (3)
- TEL_FIBER (2)
- Cable_In_County (2)
- Alt_Cable_In_County (3)
- BASE_CNTY_ROW_Buffer (1)
- BASE_LAND_FOREST_BNDRY (2)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below - of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Hot Springs

T07SR06E

Section: 32

Route: Route #A5

Author: Heberly and Associates

Date: 3/1/2024

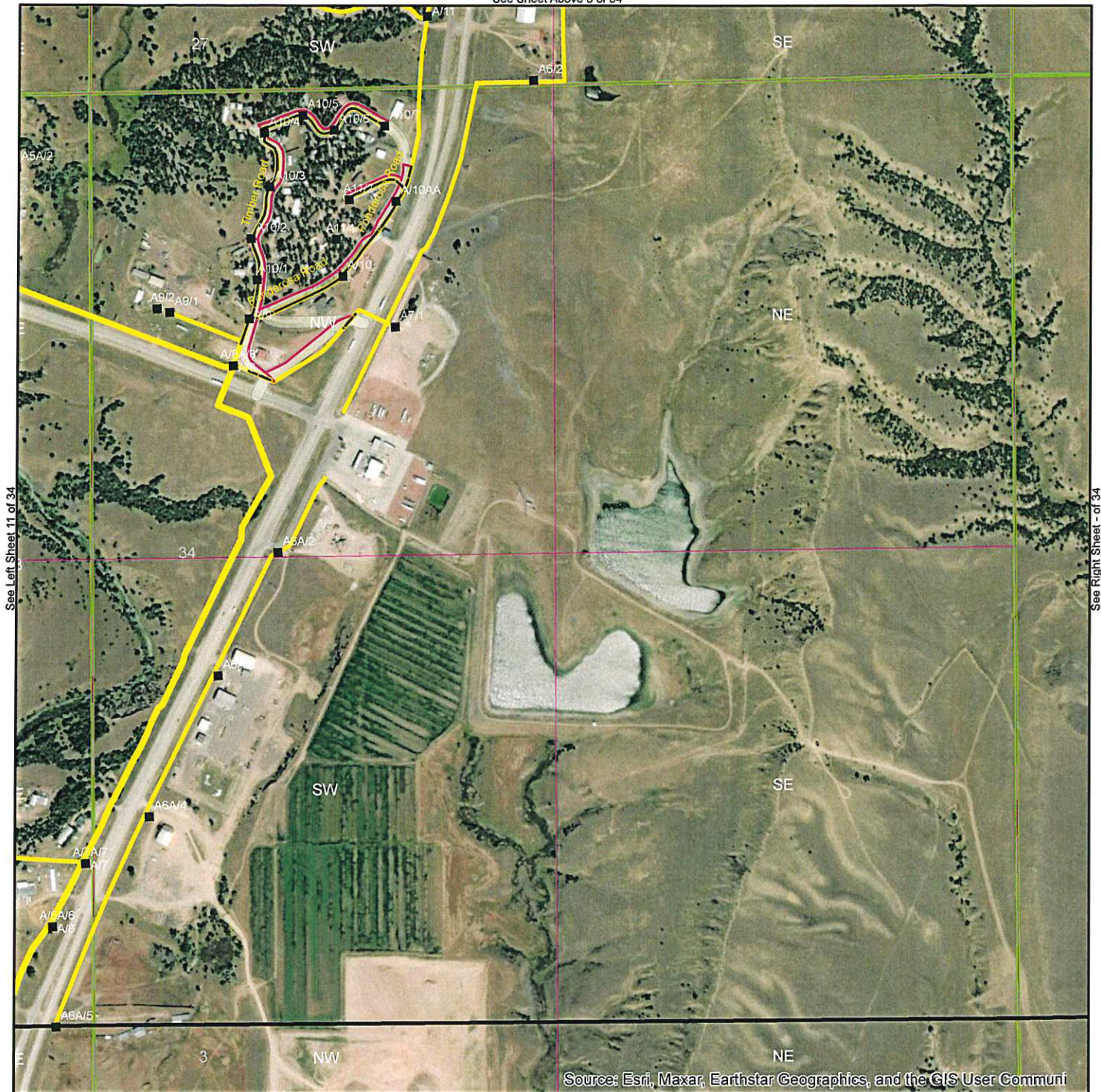
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Page 10 of 34

Legend

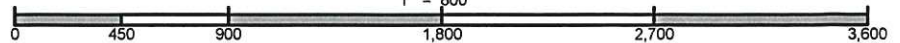
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- TEL_FIBER (34)
- Cable_In_County (41)
- Alt_Cable_In_County (23)
- BASE_CNTY_ROW_Buffer (6)
- BASE_LAND_FWP_BNDRY (4)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 14 of 34

1" = 800'



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Legend

- TEL_FIBER_VAULT
- TEL_FIBER (30)
- Cable_In_County
- Alt_Cable_In_County
- BASE_CNTY_ROW_Buffer

Quad Name: Hot Springs

T07SR06E

Section: 34

Route: Route #A

Author: Heberly and Associates

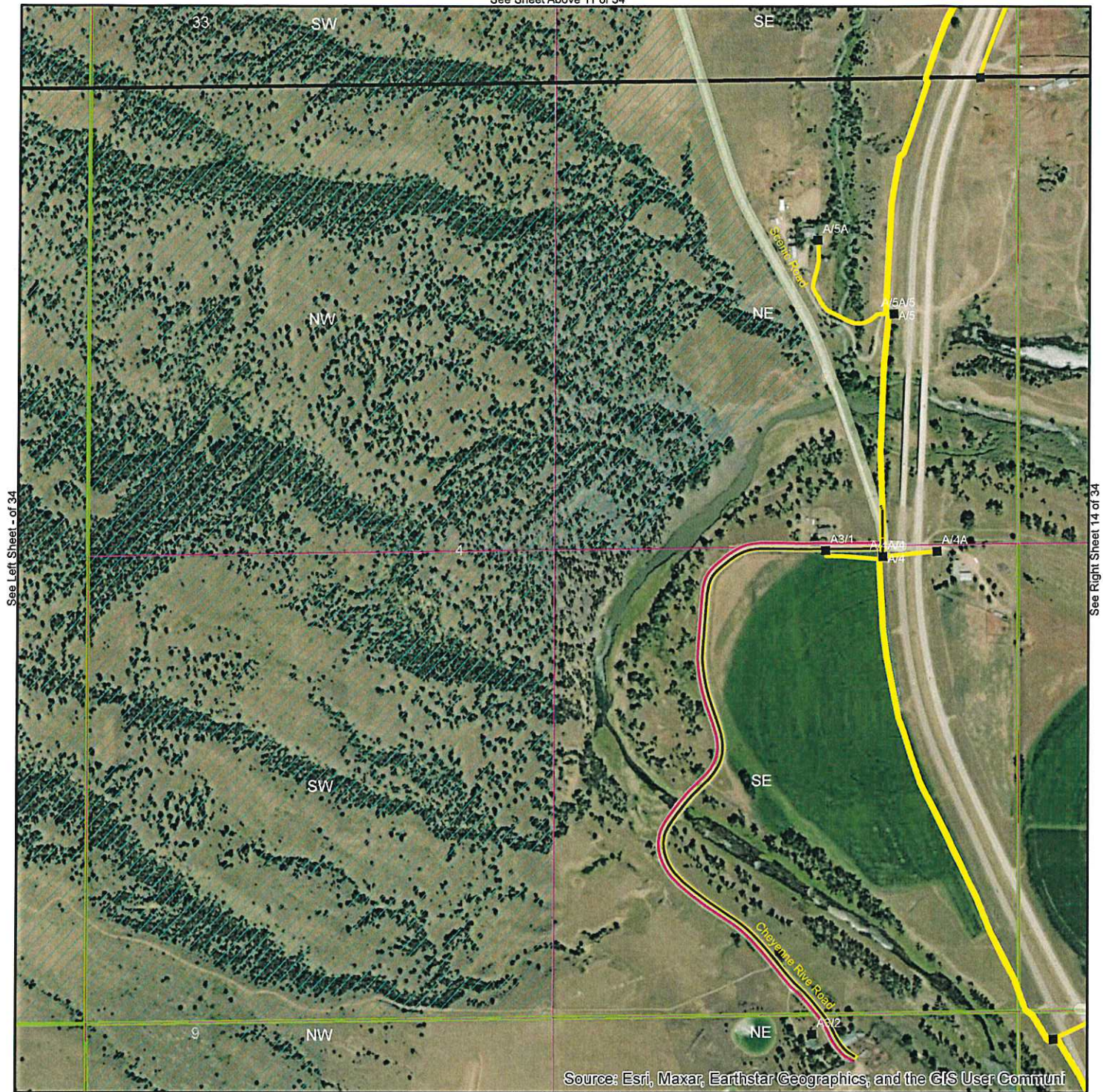
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User Name: jljetje

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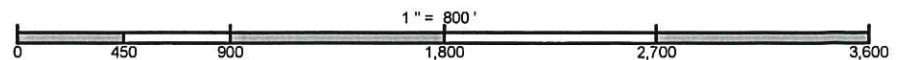
Page 12 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd



See Sheet Below 15 of 34

Legend	
■	TEL_FIBER_VAULT (14)
—	TEL_FIBER (15)
—	Cable_In_County (24)
—	Alt_Cable_In_County (1)
—	BASE_CNTY_ROW_Buffer (3)
—	BASE_LAND_FWP_BNDRY (5)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

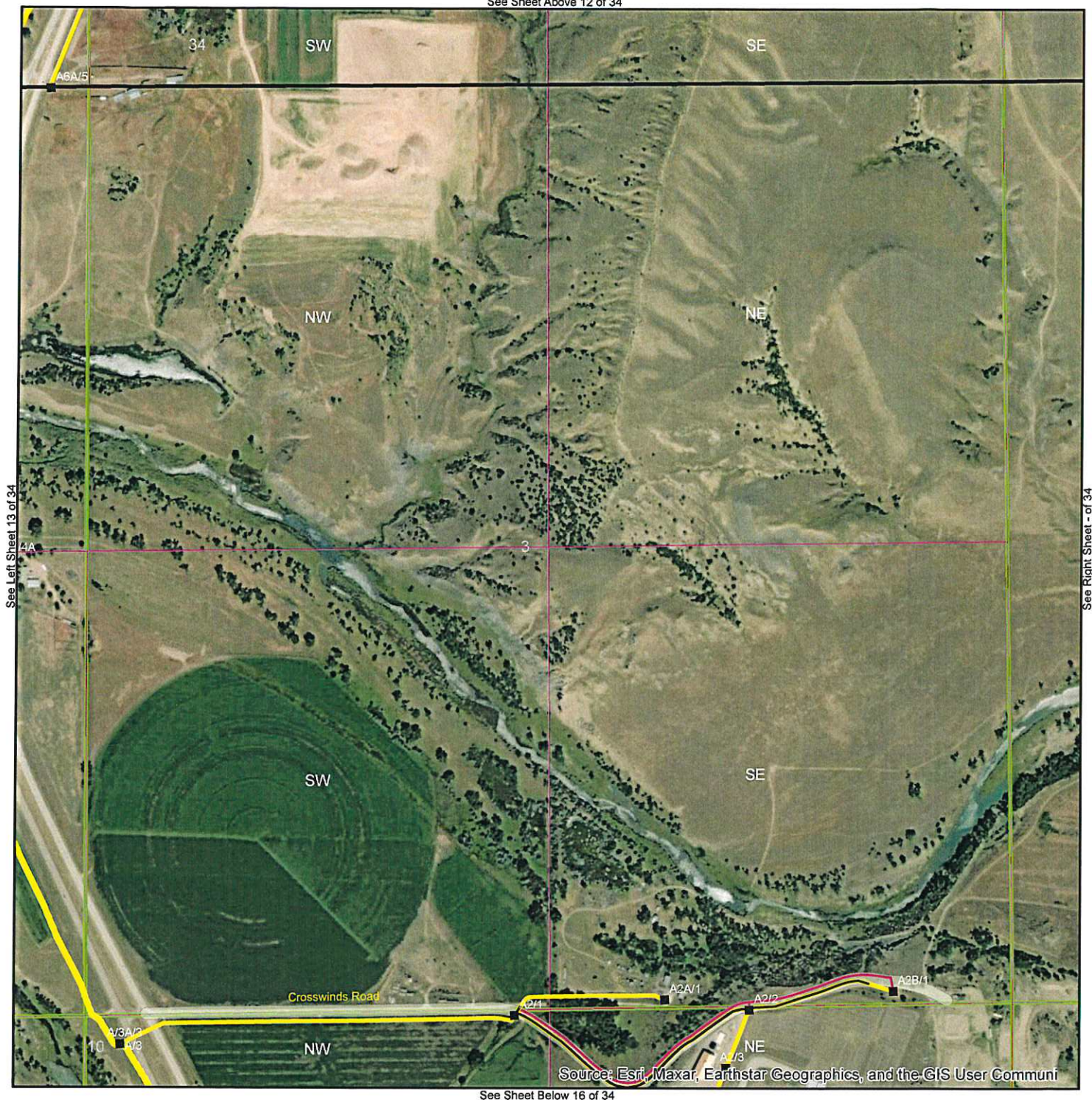
Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

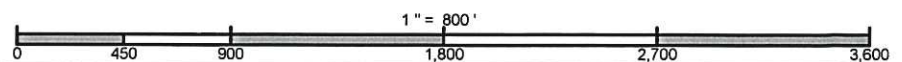
Fall River County


Quad Name: Hot Springs	T08SR06E	Section: 4	
Route: Route #A	Author: Heberly and Associates	Date: 3/1/2024	
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 13 of 34	

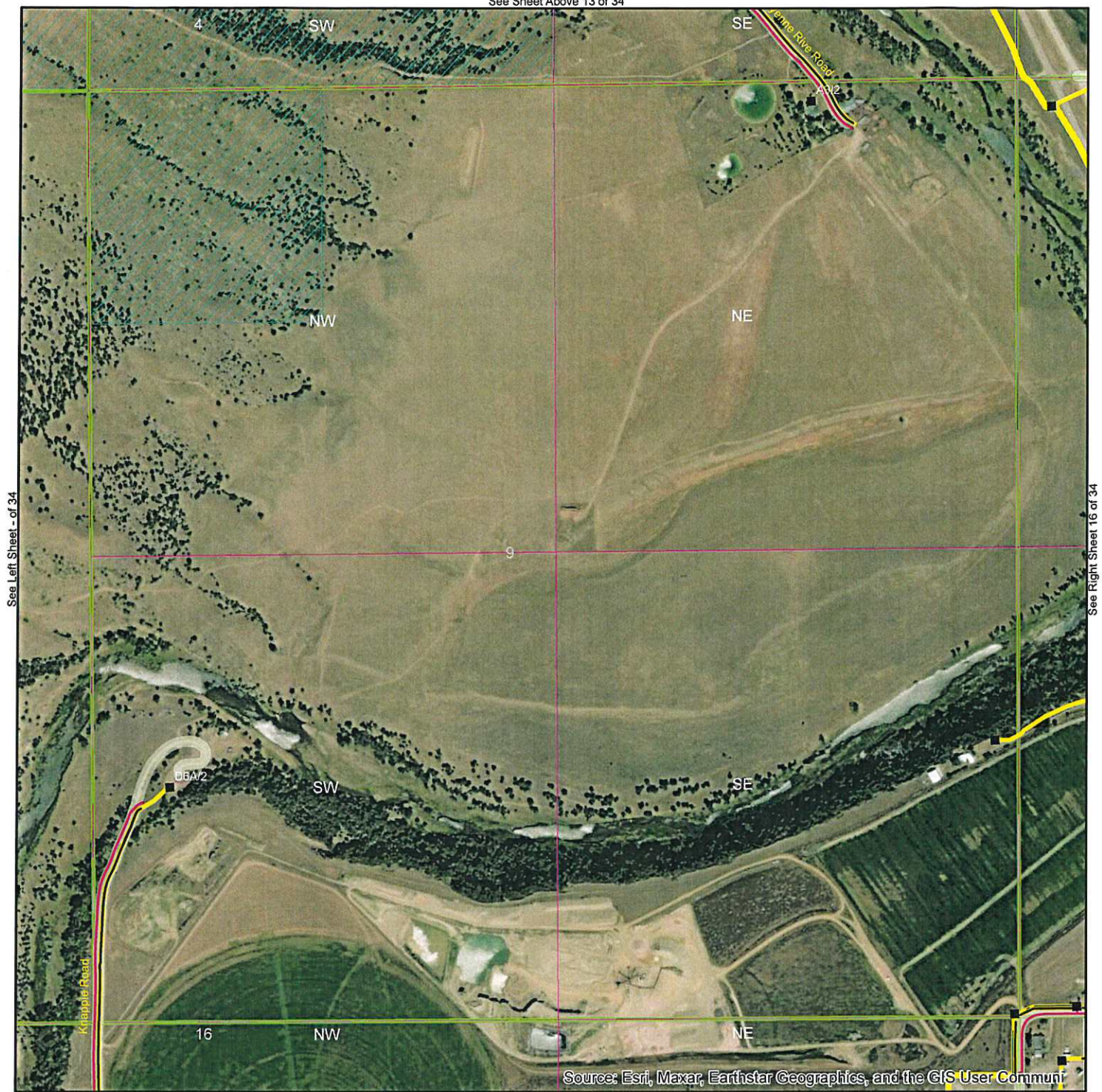


See Sheet Below 16 of 34

Legend	
■	TEL_FIBER_VAULT
—	TEL_FIBER (14)
—	Cable_In_County
—	All_Cable_In_County
—	BASE_CNTY_ROW_Buffer



Golden West Telecommunications Cooperative, Inc.			
P.O. Box 411, Wall, SD 57790			
Hot Springs Rural FTTH Upgrade 2024			<div>N</div> 
County Right-of-Way Exhibit			
Angostura East			
Fall River County			
Quad Name: Hot Springs	T08SR06E	Section: 3	
Route: Route #A2	Author: Heberly and Associates	Date: 3/1/2024	
User Name: jjette	Date Saved: 3/1/2024 8:10:07 AM	Page 14 of 34	



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 19 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Angostura Reservoir	T08SR06E	Section: 9
Route: Route #A & D6A	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 15 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd

Legend

- TEL_FIBER_VAULT (11)
- TEL_FIBER (17)
- Cable_In_County (17)
- Alt_Cable_In_County (8)
- BASE_CNTY_ROW_Buffer (5)
- BASE_LAND_FWP_BNDRY (3)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 20 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit


Angostura East

Fall River County

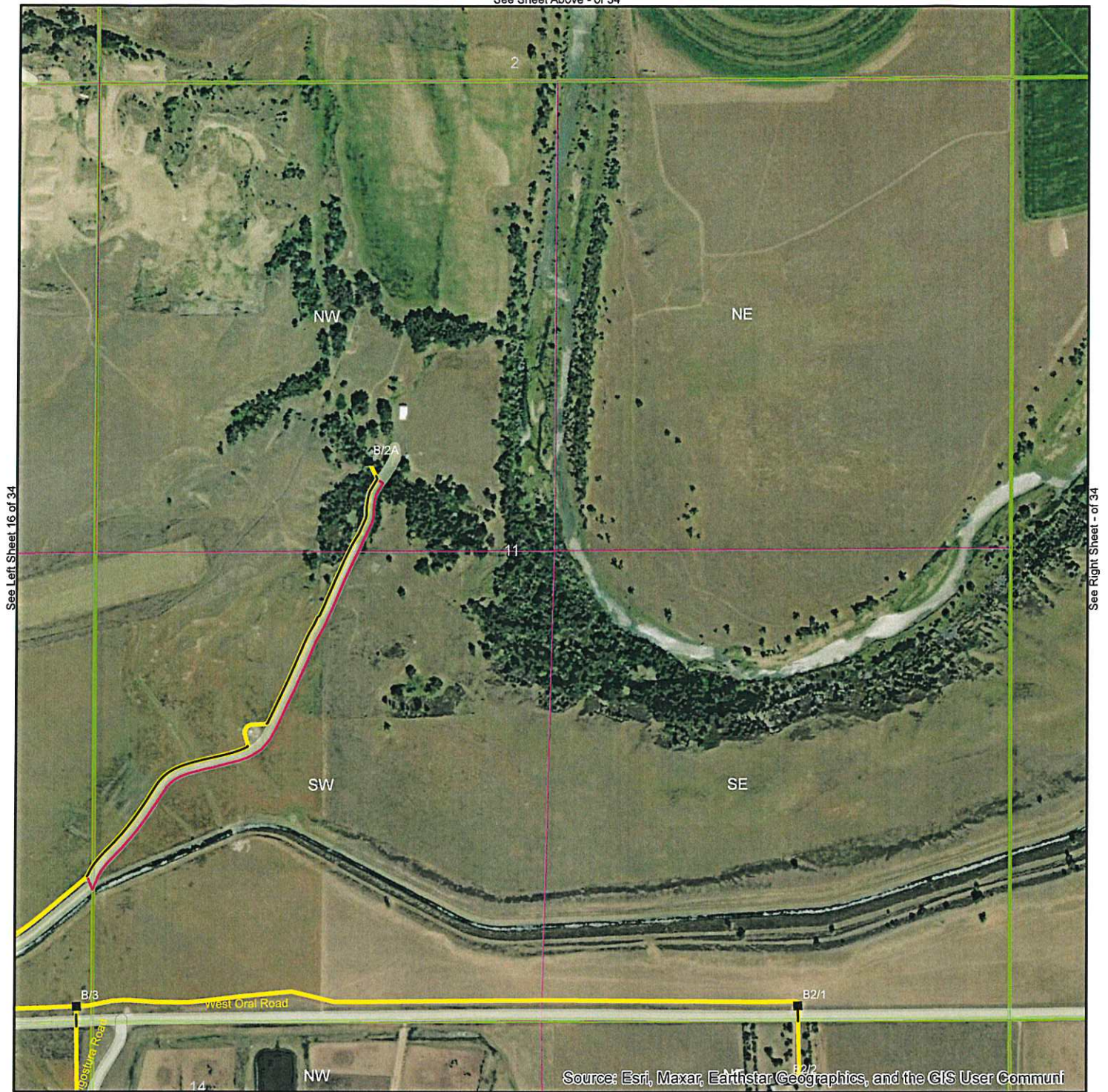


Legend

- TEL_FIBER_VAULT
- TEL_FIBER (46)
- Cable_In_County
- All_Cable_In_County
- BASE_CNTY_ROW_Buffer

Quad Name: Angostura Reservoir	T08SR06E	Section: 10		
Route: Route #A	Author: Heberly and Associates			Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM			Page 16 of 34

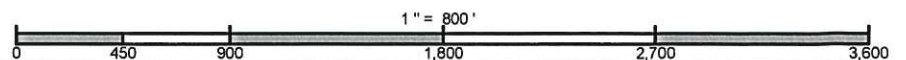
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See Sheet Below 21 of 34

Legend

■	TEL_FIBER_VAULT (4)
—	TEL_FIBER (5)
—	Cable_In_County (3)
—	All_Cable_In_County (3)
—	BASE_CNTY_ROW_Buffer (5)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

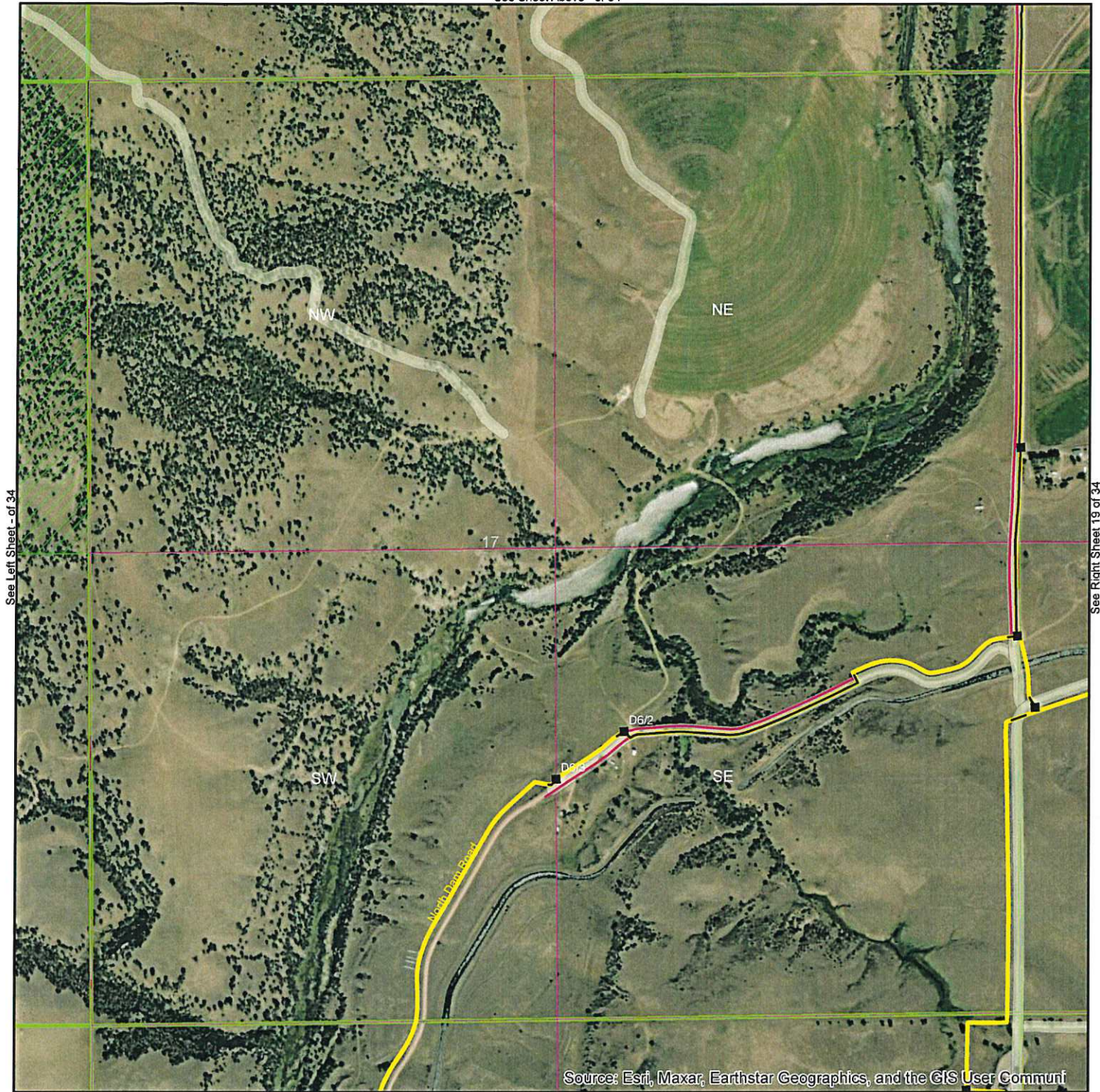
Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

Quad Name: Hot Springs SE	T08SR06E	Section: 11	
Route: Route #B	Author: Heberly and Associates	Date: 3/1/2024	
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 17 of 34	



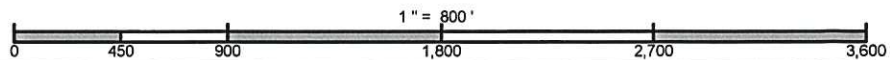
See Left Sheet - of 34

See Right Sheet 19 of 34

See Sheet Below 23 of 34

Legend

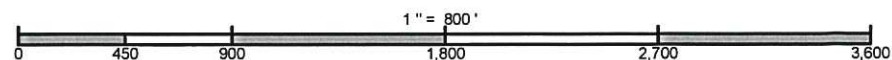
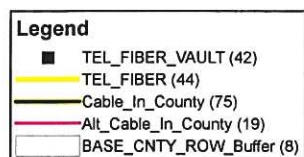
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- TEL_FIBER (10)
- Cable_In_County (10)
- Alt_Cable_In_County (5)
- BASE_CNTY_ROW_Buffer (6)
- BASE_LAND_FOREST_BNDRY (2)



Golden West Telecommunications Cooperative, Inc. P.O. Box 411, Wall, SD 57790			
Hot Springs Rural FTTH Upgrade 2024 County Right-of-Way Exhibit Angostura East Fall River County			
Quad Name: Angostura Reservoir	T08SR06E	Section: 17	
Route: Route #D6	Author: Heberly and Associates	Date: 3/1/2024	
User Name: iljette	Date Saved: 3/1/2024 8:10:07 AM	Page 18 of 34	

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Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East
Fall River County

Quad Name: Angostura Reservoir

T08SR06E

Section: 16

Route: Route #D

Author: Heberly and Associates

Date: 3/1/2024

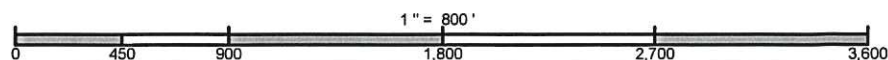
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Document Path: T:\Golden West\Hot Springs\Hot Spings Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd

See Sheet Below 25 of 34



P.O. Box 411, Wall, SD 57790

Fall River County

Section: 22

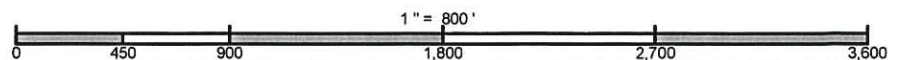
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Page 20 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd

- TEL_FIBER_VAULT (78)
- TEL_FIBER (59)
- Cable_In_Count (103)
- Alt_Cable_In_Count (19)
- BASE_CNTY_ROW Buffer (10)

- TEL_FIBER_VAULT (5)
- TEL_FIBER (5)
- Cable_In_County (3)
- BASE_CNTY_ROW_Buffer (4)



P.O. Box 411, Wall, SD 57790

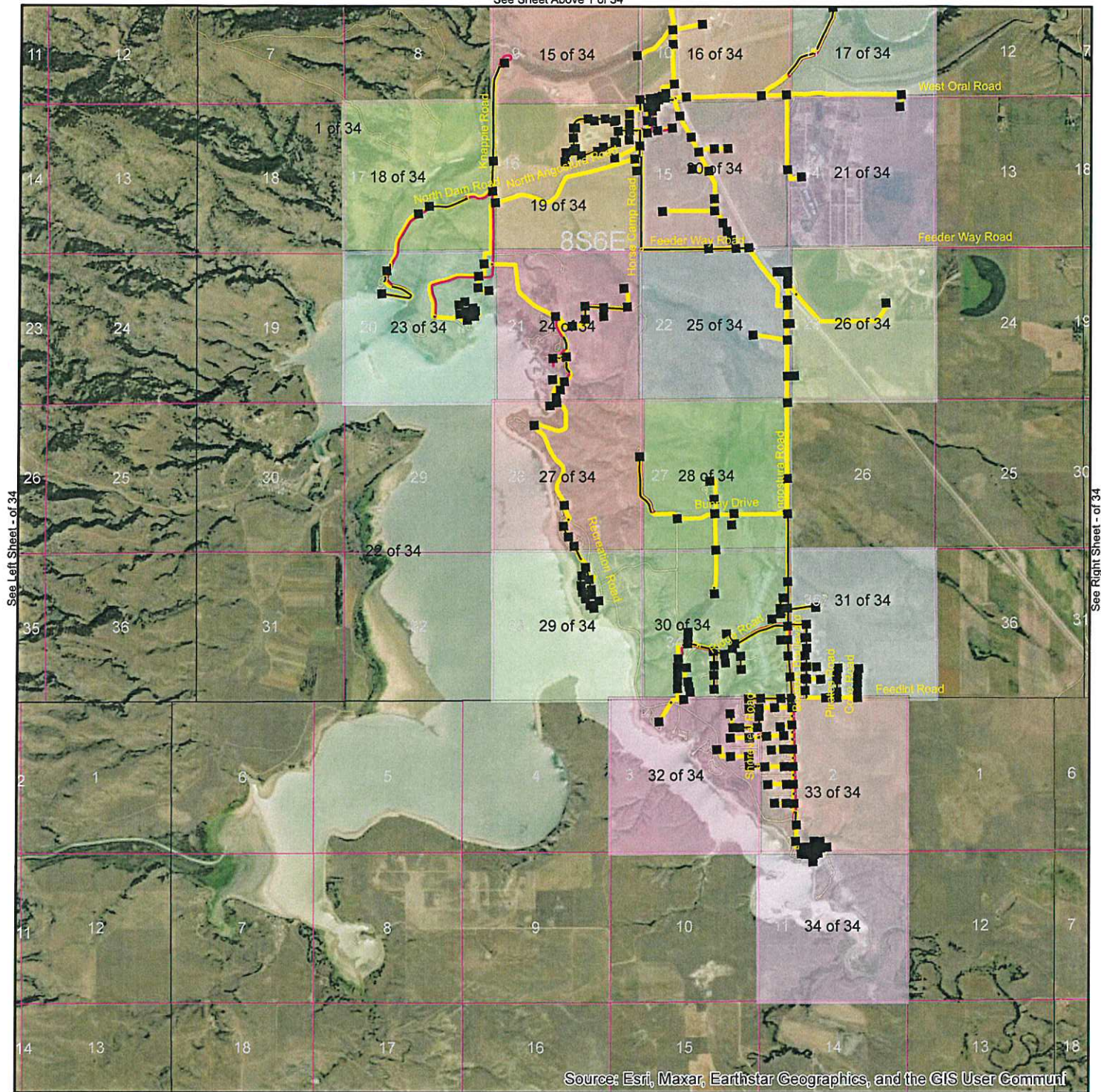
County Right-of-Way Exhibit
Angostura East
Fall River County

Section: 14

Date: 3/1/2024

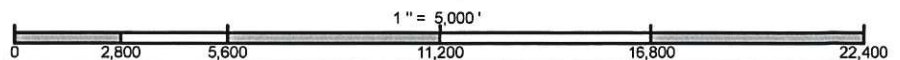
Page 21 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd



See Sheet Below - of 34

Legend	
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—	TEL_FIBER (279)
—	County Road R/W (122)
—	Cable_In_County (457)
—	Alt_Cable_In_County (91)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

Quad Name: Angostura Reservoir

Key Map 02

Section: 0

Route: Route #D & C

Author: Heberly and Associates

Date: 2/16/2024

User Name: jljette

Date Saved: 2/13/2024 1:48:57 PM

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Document Path: T:\Golden West\Hot Springs\HotSprings_GIS\HotSprings_County_Roads.mxd



See Sheet Below - of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790


Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

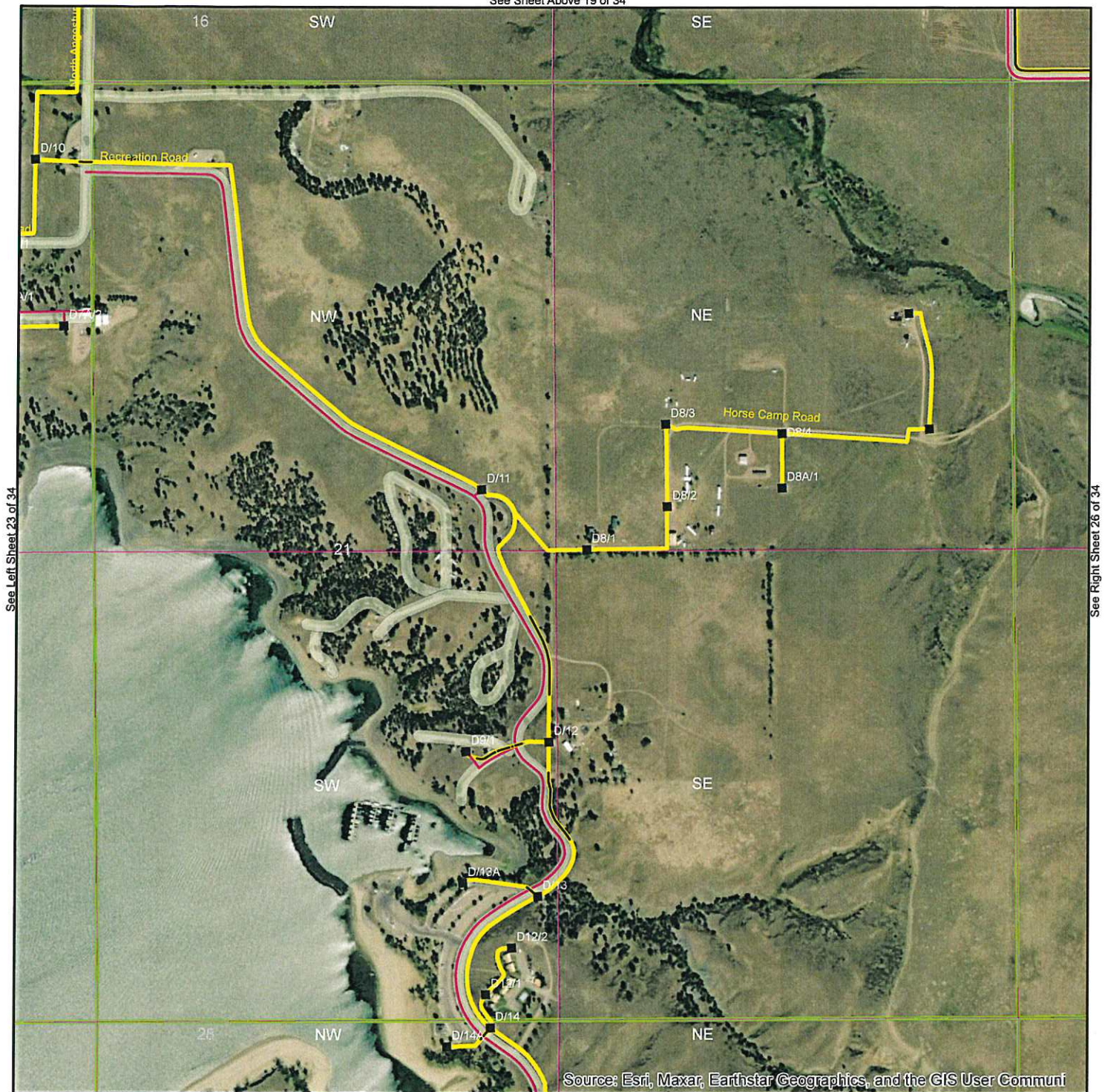


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Route: Route #D	Author: Heberly and Associates			Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM			Page 23 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd

Legend

- TEL_FIBER_VAULT (15)
- TEL_FIBER (16)
- Cable_In_County (14)
- All_Cable_In_County (9)
- BASE_CNTY_ROW_Buffer (8)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 27 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County

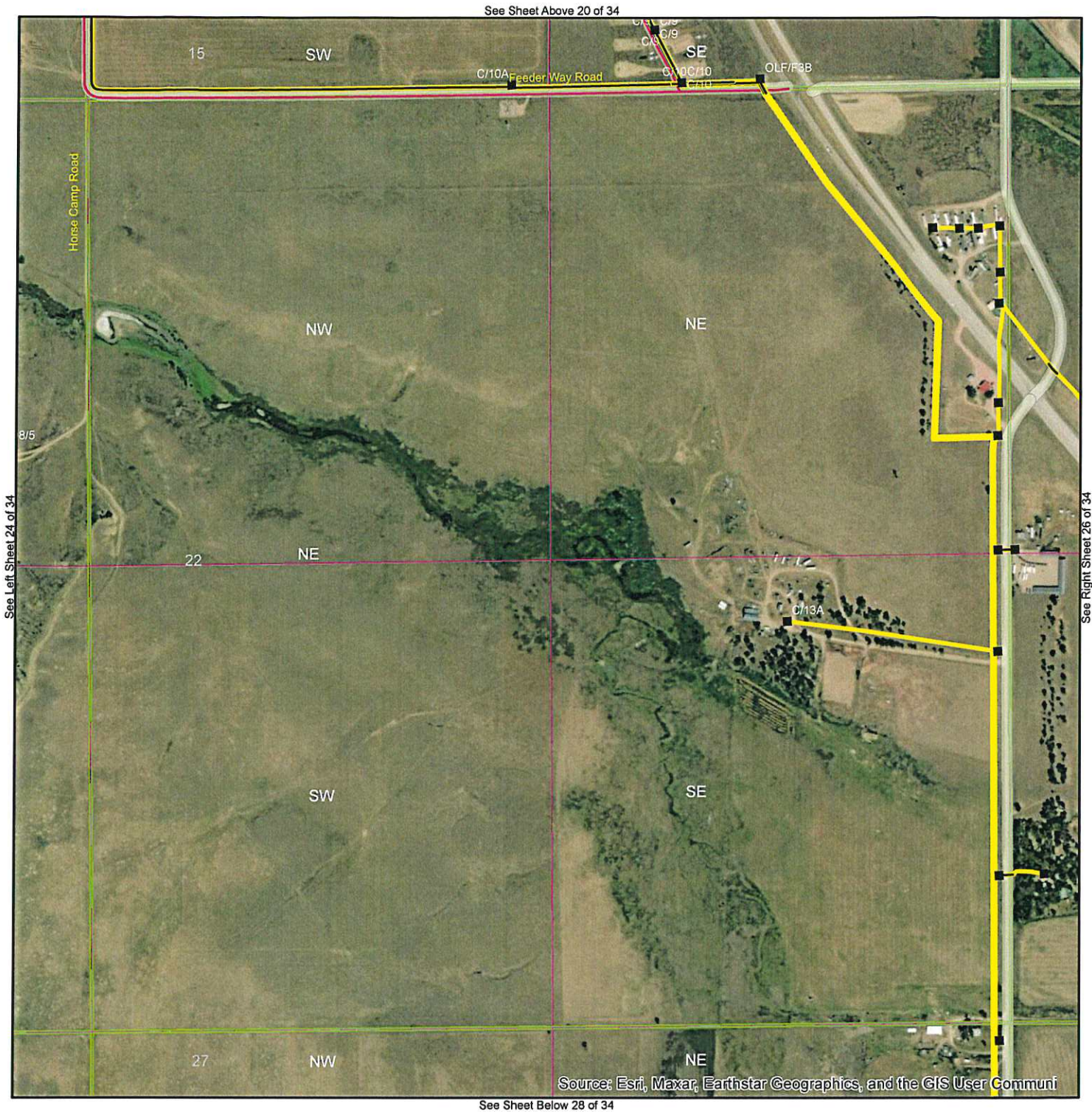


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Route: Route #D	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 24 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd

Legend

- TEL_FIBER_VAULT (18)
- TEL_FIBER (22)
- Cable_In_County (16)
- Alt_Cable_In_County (7)
- BASE_CNTY_ROW_Buffer (12)



Legend

■	TEL_FIBER_VAULT (39)
—	TEL_FIBER (30)
—	Cable_In_County (28)
—	Alt_Cable_In_County (2)
—	BASE_CNTY_ROW_Buffer (5)





See Sheet Below - of 34

Legend	
■	TEL_FIBER_VAULT (30)
—	TEL_FIBER (25)
—	Cable_In_County (3)
—	BASE_CNTY_ROW_Buffer (3)

1" = 800' 0 450 900 1,800 2,700 3,600		
Golden West Telecommunications Cooperative, Inc. P.O. Box 411, Wall, SD 57790		
Hot Springs Rural FTTH Upgrade 2024 County Right-of-Way Exhibit Angostura East Fall River County		N
Quad Name: Angostura Reservoir	T08SR06E	Section: 23
Route: Route #C4	Author: Heberly and Associates	Date: 3/1/2024
User Name: ljette	Date Saved: 3/1/2024 8:10:07 AM	Page 26 of 34



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See Sheet Above 25 of 34

See Sheet Below 27 of 34

Legend

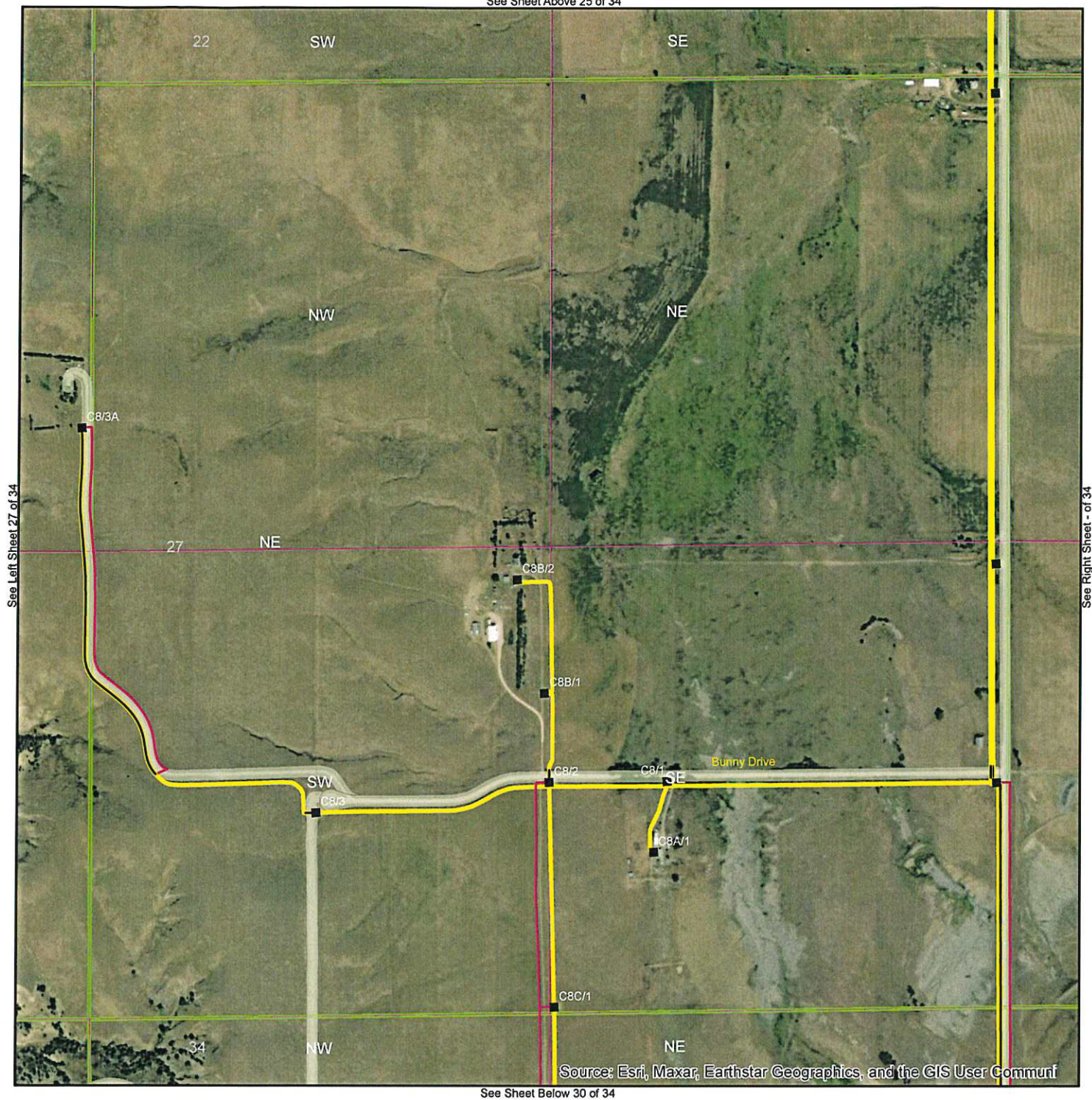
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- TEL_FIBER (11)
- Cable_In_County (15)
- Alt_Cable_In_County (6)
- BASE_CNTY_ROW_Buffer (10)

1" = 800'

0 450 900 1,800 2,700 3,600

Golden West Telecommunications Cooperative, Inc. P.O. Box 411, Wall, SD 57790			
Hot Springs Rural FTTH Upgrade 2024 County Right-of-Way Exhibit Angostura East Fall River County			
Quad Name: Angostura Reservoir	T08SR06E	Section: 28	
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User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 27 of 34	

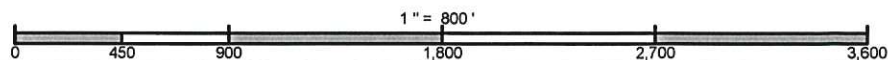
Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd



See Sheet Below 30 of 34

Legend

- TEL_FIBER_VAULT (20)
- TEL_FIBER (17)
- Cable_In_County (14)
- Alt_Cable_In_County (7)
- BASE_CNTY_ROW_Buffer (5)



Golden West Telecommunications Cooperative, Inc.

P.O. Box 411, Wall, SD 57790

Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit
Angostura East
Fall River County



Quad Name: Angostura Reservoir	T08SR06E	Section: 27
Route: Route #C	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 28 of 34



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below - of 34

1" = 800'

0 450 900 1,800 2,700 3,600

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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Angostura Reservoir	T08SR06E	Section: 33
Route: Route #D	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 29 of 34

Legend

- TEL_FIBER_VAULT (12)
- TEL_FIBER (13)
- Cable_In_County (33)
- Alt_Cable_In_County (15)
- BASE_CNTY_ROW_Buffer (12)
- BASE_LAND_FWP_BNDRY (1)



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 32 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Legend

- TEL_FIBER_VAULT
- TEL_FIBER (51)
- Cable_In_County
- All_Cable_In_County
- BASE_CNTY_ROW_Buffer

Quad Name: Angostura Reservoir	T08SR06E	Section: 34
Route: Route #C	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljetje	Date Saved: 3/1/2024 8:10:07 AM	Page 30 of 34



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 33 of 34

1" = 800'

0 450 900 1,800 2,700 3,600

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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Angostura Reservoir	T08SR06E	Section: 35
Route: Route #C	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 31 of 34

Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd

Legend

■	TEL_FIBER_VAULT (45)
—	TEL_FIBER (44)
—	Cable_In_County (88)
—	Alt_Cable_In_County (34)
—	BASE_CNTY_ROW_Buffer (16)



Legend

■	TEL_FIBER_VAULT (23)
—	TEL_FIBER (23)
—	Cable_In_County (34)
—	Alt_Cable_In_County (13)
—	BASE_CNTY_ROW_Buffer (25)
—	BASE_LAND_FWP_BNDRY (2)

1" = 800'

0 450 900 1,800 2,700 3,600

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Hot Springs Rural FTTH Upgrade 2024 County Right-of-Way Exhibit Angostura East Fall River County			
Quad Name: Angostura Reservoir	T09SR06E	Section: 3	
Route: Route #C	Author: Heberly and Associates	Date: 3/1/2024	
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 32 of 34	

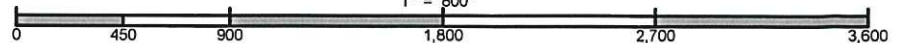
Document Path: T:\Golden West\Hot Springs\Hot Springs Rural\HotSprings_Rural_GIS\HotSprings_County_Roads_Rev1.mxd



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

See Sheet Below 34 of 34

1" = 800'



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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Angostura Reservoir	T09SR06E	Section: 2
Route: Route #C	Author: Heberly and Associates	Date: 3/1/2024
User Name: jjette	Date Saved: 3/1/2024 8:10:07 AM	Page 33 of 34

Legend

- TEL_FIBER_VAULT
- TEL_FIBER (59)
- Cable_In_County
- Alt_Cable_In_County
- BASE_CNTY_ROW_Buffer



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Communi

See Sheet Below - of 34

1" = 800'

0 450 900 1,800 2,700 3,600

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Hot Springs Rural FTTH Upgrade 2024

County Right-of-Way Exhibit

Angostura East

Fall River County



Quad Name: Angostura Reservoir	T09SR06E	Section: 11
Route: Route #C	Author: Heberly and Associates	Date: 3/1/2024
User Name: jljette	Date Saved: 3/1/2024 8:10:07 AM	Page 34 of 34

Legend

- TEL_FIBER_VAULT (18)
- TEL_FIBER (18)
- Cable_In_County (64)
- Alt_Cable_In_County (12)
- BASE_CNTY_ROW_Buffer (10)
- BASE_LAND_FWP_BNDRY (3)

FYI

Paul Nabholz from rural Hot Springs:

Hello,

At your last meeting I presented my spreadsheet on the cost of the Elevatus Justice Center after finding it the most expensive option for jailing in FR County. That contradicted the Elevatus feasibility study results. That led me to contact Jennifer Sietsema, Director of the Black Hills Council of Local Government, to see if their organization could do a more professional feasibility study regarding the use of our existing jail and construction options. They don't do feasibility studies, but she directed me to Faulk County where she had been involved with the funding of a new jail used first used in 2017.

I called Commissioners Allen Hadrick and Steve Roseland on 3/14/2024, they were happy to talk about their new jail. It can house 35 inmates, almost entirely federal and from surrounding counties, and cost a bit over 5.5M\$ to build. For funding they were able to get 1.8M\$ for 0 percent and 3.7M\$ at 2.8% for ten years. They were supported by the community with an opt-out for about 90 cents per acre to pay the \$640,000 annual mortgage. Faulk County averages under one inmate from their own county and is usually near full at 28 inmates housed, so almost all provide revenue to the jail.

Roseland had just completed a detailed review of the jail budget. They employ 17 people to operate the jail. The jail took in 1.1M\$ in rent and well paid transport services they provide, spent 1.06M\$ on salaries, food, and other inmate services, and cleared \$40,000. Roseland asked if I had laughed in the face of the architect suggesting renting beds would be profitable. So, after six years they are now breaking even on the cost of operating the jail. Those figures do not consider the taxpayer costs of the opt-out funding the construction, but they will finish paying off the mortgage early, at the end of this year.

Given the county has only roughly one of their own inmates, it seems wasteful not to simply transport that one inmate. Both commissioners had the same answer for building the jail: Faulk has a population of 2100 people, they, unlike us, want people to move there. Their senior meal services, hospital, and

pharmacy, 911/dispatch were near closing/moving from lack of customers. Their school populations were dropping. Given their few deputies, transporting even one inmate would limit in-county law enforcement. The jail population and required jail employees helped save necessary services, senior meals provides meals for the inmates, and the school population has grown. The old jail was near 100 years old, musty, and a hazard to work in. They needed new offices for the Sheriff, deputies, and dispatch. They got those included in the new jail.

Roseland is particularly proud of "his" jail and would happily provide tours for this Commission/Sheriff. He says it is "like new" except for some worn carpet. The jail is of podular non-immersive design, but he thought readily expandable to an 80-bed capacity. He thought it would be crazy for someone in our situation not to visit and learn from their experience. Knowing what he knows today, he would not build bigger or smaller than they did.

The numbers I got from Winner showed that their 162-bed jail makes net income of about \$19 per inmate-day. The numbers from the 35-bed Faulk jail break even, making \$0 net income per inmate-day. This Commission needs to explore maintaining the existing jail or pragmatic additions before raising taxes for the Elevatus Justice Center. Elevatus' \$110 per inmate-day income is not \$110 per inmate-day profit that could be applied a mortgage.

Thank you.