

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

EXHIBIT B

**FISCAL YEAR 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT
AGREEMENT ARTICLES**

Article1

Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

Article2

General Acknowledgements and Assurances

Article3

Acknowledgement of Federal Funding from DHS

Article4

Activities Conducted Abroad

Article5

Age Discrimination Act of 1975

Article6

Americans with Disabilities Act of 1990

Article7

Best Practices for Collection and Use of Personally Identifiable Information

Article8

CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

Article9

Civil Rights Act of 1964 – Title VI

Article10

Civil Rights Act of 1968

Article11

Communication and Cooperation with the Department of Homeland Security and Immigration Officials

Article12

Copyright

Article13

Debarment and Suspension

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Article14
Drug-Free Workplace Regulations**

**Article15
Duplicative Costs**

**Article16
Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

**Article17
Energy Policy and Conservation Act**

**Article18
Equal Treatment of Faith-Based Organizations**

**Article19
Anti-Discrimination**

**Article20
False Claims Act and Program Fraud Civil Remedies**

**Article21
Federal Debt Status**

**Article22
Federal Leadership on Reducing Text Messaging while Driving**

**Article23
Fly America Act of 1974**

**Article24
Hotel and Motel Fire Safety Act of 1990**

**Article25
John S. McCain National Defense Authorization Act of Fiscal Year 2019**

**Article26
Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

**Article27
Lobbying Prohibitions**

**Article28
National Environmental Policy Act**

**Article29
National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Article30
Non-Supplanting Requirement**

**Article31
Notice of Funding Opportunity Requirements**

**Article32
Patents and Intellectual Property Rights**

**Article33
Presidential Executive Orders**

**Article34
Procurement of Recovered Materials**

**Article35
Rehabilitation Act of 1973**

**Article36
Reporting Recipient Integrity and Performance Matters**

**Article37
Reporting Subawards and Executive Compensation**

**Article38
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

**Article39
SAFECOM**

**Article40
Subrecipient Monitoring and Management**

**Article41
System for Award Management and Unique Entity Identifier Requirements**

**Article42
Termination of a Federal Award**

**Article43
Terrorist Financing**

**Article44
Trafficking Victims Protection Act of 2000(TVPA)**

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article45

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Article46

Use of DHS Seal, Logo and Flags

Article47

Whistleblower Protection Act

Article48

Environmental Planning and Historic Preservation (EHP) Review

Article49

Applicability of DHS Standard Terms and Conditions to Tribal Nations

Article50

Acceptance of Post Award Changes

Article51

Disposition of Equipment Acquired Under the Federal Award

Article52

Prior Approval for Modification of Approved Budget

Article53

Indirect Cost Rate

Article54

Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

Article55

Compliance with Federal Immigration Law

Article56

Non-Applicability of Specific Terms and Agreement Articles

Article57

Impact of San Francisco v. Trump Preliminary Injunction

Article58

Impact of State of Illinois v. FEMA Injunction

Article59

Non-Applicability of Specific Agreement Articles

Article60

Period of Performance and Budget Period

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article61

This article has been removed

Article62

Funding Hold: Verification of State's Population

Article63

Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Article64

Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al.(D.OR).

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 1

Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2

General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4

Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 5

Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7

Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8

CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42U.S.C. § 2000d et seq.); which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 11

Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 13

Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15

Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16

Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 17

Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 18

Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19

Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 21

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. §40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24

Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25

John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors –prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27

Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29

National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a search security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

Article 30

Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 31

Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32

Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34

Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 36

Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37

Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron,

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39
SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40
Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41
System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42
Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43

Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44

Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46

Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701-141 U.S.C. § 4712.

Article 48

Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal,

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49

Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50

Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51

Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52

Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308 ((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53

Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54

Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55

Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security’s decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56

Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.

Article 57

Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the “Compliance with Federal Immigration Law” Agreement Article will immediately become effective.

Article 58

Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article.

Article 59

Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60

Period of Performance and Budget Period

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 61

This article has been removed

Article 62

Funding Hold: Verification of State’s Population

FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award. To release the funding hold, the SAA must provide a certification of the recipient state’s population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States. FEMA will rescind the funding hold upon its review and approval of the State’s methodology and population certification.

Article 63

Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

Article 64

Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2025 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

EXHIBIT B - AGREEMENT ARTICLES CERTIFICATION

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

Referred to as Sub-Recipient

The State is required to obtain "Certification" under penalty of perjury pursuant to 28 U.S.C § 1746 that the sub-recipient will comply with the requirements identified in Article 55 in addition to any other requirements set forth by the Articles listed and updated in Exhibit B.

In witness hereto, the Sub-Recipient Certifies by affixing their signature hereto.

Sub-Recipient Signature - County Commission Chairperson

Date

convergint

2201 E 54th St N, Sioux Falls, South Dakota 57104
Phone Mobile 6052086861
Trevor.Bertram@convergint.com

February 20, 2026

Fall River County ("Customer" or "You")
Courthouse
906 N River St. Hot Springs, South Dakota 57747
Attention:

Quotation: TB10910669P
RFP#:
License/Cert

Reference: Fall River County Courthouse - PACS Remodel

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Scope of Work: Access Control Resolution Project

Convergent shall provide necessary material and labor to resolve several access control system issues at the Fall River County Courthouse.

Door Locations:

1. Alley Exit Door

- a. Convergent shall remove the existing motion sensor from this door.
- b. Convergent shall install (1) Safety Technology International Push-to-Exit button with alarm sounder.
- c. Convergent shall install (1) Safety Technology International Exit Stopper door alarm.

2. Upstairs Smoking Door

- a. Convergent shall remove the existing motion sensor from this door.
- b. Convergent shall remove the existing electric strike from this door.
- c. Convergent shall install (1) Magnetic Lock at this door.
- d. Convergent shall install (1) Safety Technology International Push-to-Exit button with alarm sounder.
- e. Convergent shall install (1) Safety Technology International Exit Stopper door alarm.

Cabling

Convergent shall provide and install necessary cabling from the Intelligent System Controller above each of the two (2) access control doors to each added device. Any additional conduit/cabling shall be provided and installed by the customer.

Fall River County Responsibilities:

The customer is responsible for providing (1) Fire Alarm Relays at the existing access control panel.

Device Hardening (reduce cyber risk)

Convergent may provide Device Hardening services for certain qualifying and scoped equipment. Services may include disabling unused & non-essential device features, disabling unused network comms (e.g., services, ports), changing default passwords, and updating firmware. The hardening services provided will depend on the equipment being installed, equipment capabilities, and manufacturer-provided permissions and recommendations. Not all equipment may receive hardening. Ask your Convergent contact for details on qualifying equipment and the hardening services being provided.

These are one-time services — ask your Convergent contact for information on how Convergent can provide ongoing support.

Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, no networked system is completely secure, and Customer remains ultimately responsible for its IT environment.

converjnt

Materials

Line	Qty	Part	Description	Manufacturer
1			Head End	
2	1.00	ALT-AL600ULXB	POWER SUPPLY/CHARGER,UL,115VACINPUT BOAR	Altronix
3	1.00	ALT-ACM4	ACCESS POWER CONTROLLER;4 FUSEPROTECTED	Altronix
4			Alley Exit Door	
5	1.00	SS2448EX-EN	STOPPER STATION BUTTON W/STI-13020	Safety Technology International
6	1.00	STI-6400	Exit Stopper Multifunction Door Alarm, Red	Safety Technology International
7			Upstairs Smoking Door	
8	1.00	1511V	ELECTRO MAGNETIC LOCK 12/24VDC	Security Door Controls
9	1.00	SS2448EX-EN	STOPPER STATION BUTTON W/STI-13020	Safety Technology International
10	1.00	STI-6400	Exit Stopper Multifunction Door Alarm, Red	Safety Technology International
Total Project Price				\$ 6,331.73



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Supply Chain Delays & Price Adjustments: Customer acknowledges that supply chain disruptions and shipping delays may occur for reasons beyond Convergent's reasonable control and agrees to grant reasonable extensions for such delays. Pricing is based on current market conditions and excludes increases due to tariffs, duties, manufacturer-imposed surcharges, or other cost increases arising from trade policy, regulatory actions, or external factors beyond Convergent's control. If such cost increases arise, Convergent will submit a formal change order, and Customer agrees to approve reasonable adjustments. Convergent will use commercially reasonable efforts to minimize such increases.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SYSTEM: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergent.com/terms.



IMPORTANT NOTICE

You requested that Convergint provide you with certain security and safety products and services.

By using these products and services, you acknowledge that:

- **Under no circumstances should Convergint-provided products and services be your sole method of security or safety.** Effective security and safety require a multi-layered approach involving people, processes, and technologies. Convergint-provided products and services do not guarantee security or safety, will not detect or prevent all threats or risks all the time (including threats they are designed to detect), and will not ensure overall safety and security. You are ultimately responsible for your people, premises, and property, including for maintaining an effective response plan and promptly implementing your response plan in response to alarms or threats.
- **All security products and services have limitations.** No product or service can guarantee safety or security. It is your responsibility to ensure you are informed about product or service limitations and that you regularly test and validate the products and safety plans. Reach out to your Convergint account executive to learn how our support services can help. And if you have a service plan, you are responsible for promptly notifying Convergint in the event of any defect, malfunction, or performance issue with the products and services.
- **Various factors can impact product performance.** Selecting products and settings may involve tradeoffs between the level of security and safety on the one hand and speed, convenience, and cost on the other hand. Convergint can give you guidance, but you are ultimately responsible for selecting products and settings based on your organization's risk profile and tolerance.
- **The products are made by third-party manufacturers, not Convergint.** You are bound by and must use, test, and maintain the products in accordance with the manufacturer's terms and instructions. Convergint does not independently validate the accuracy of claims or statements made by manufacturers, and makes no assurances regarding their accuracy. You are responsible for using the products and services in compliance with laws and regulations applicable to you or as permitted in your jurisdiction.
- **All products and services are governed exclusively by a final agreement.** No advertisement, literature, brochure, website, or statements made during the sale process or otherwise (whether orally or in writing) should be interpreted as a promise, warranty, or other assurance.
- **You have reviewed the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.**



Total Project Investment:

\$ 6,331.73

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Trevor Bertram

Convergent
Trevor Bertram

By signing below or accepting the services described in this proposal, Customer accepts and agrees to this proposal, including the enclosed Terms and Conditions, along with any addendums or exhibits that may be attached or referenced therein. Any additional or contrary terms, including on a Customer PO, are expressly rejected. By signing, you represent and warrant that you have authority to accept this proposal on behalf of Customer.

_____	February 20, 2026
Customer Name (Printed)	Date
_____	_____
Authorized Signature	Title



Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is

completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority, riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW, (A) IN NO EVENT SHALL EITHER CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product Information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of

fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

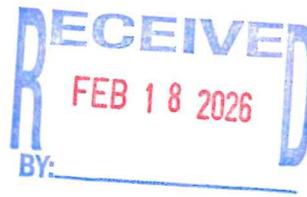
Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.



Division of Secretariat

Office of Legal Counsel
700 E. Broadway Avenue
Pierre, South Dakota 57501
Phone: 605 – 773 – 4396

SEE EMAIL
sent

February 13, 2026

Fall River County Commission
906 N River Street
Hot Springs, SD 57747

To Whom it May Concern:

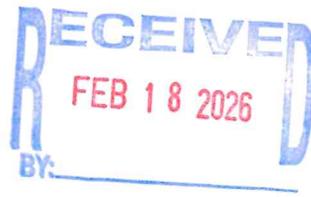
South Dakota Codified Law (SDCL) 32-22-31.3 requires the secretary of the South Dakota Department of Transportation (SDDOT) to review each county's program of overweight vehicle performance and certify a list of those counties whose enforcement programs are unsatisfactory. In reviewing each county's enforcement program, one factor the Secretary of Transportation shall consider is whether the county has requested that the Division of Highway Patrol assist in the enforcement of that county's spring or other posted load limits. The South Dakota Department of Public Safety has notified the Secretary of Transportation that the County has failed to submit a request for enforcement assistance over this past year (2025).

Enclosed is a letter that was sent to the County Highway Superintendent on February 10, 2026. Please ensure the steps for requesting enforcement assistance in 2026 are taken by the County by March 13, 2026. If you have questions about this letter, please contact me at the phone number listed above or by email at Karla.Engle@state.sd.us. Thank you.

Yours Truly,

Karla L. Engle

Karla L. Engle
Chief Legal Counsel



Division of Secretariat

Office of Legal Counsel
700 E. Broadway Avenue
Pierre, South Dakota 57501
Phone: 605 – 773 – 4396

February 10, 2026

Tony March
Fall River County Highway Department
906 N River Street
Hot Springs, SD 57747

To Whom it May Concern:

South Dakota Codified Law (SDCL) 32-22-31.3 requires the secretary of the South Dakota Department of Transportation (SDDOT) to review each county's program of overweight vehicle performance and certify a list of those counties whose enforcement programs are unsatisfactory. In reviewing each county's enforcement program, one factor the Secretary of Transportation shall consider is whether the county has requested that the Division of Highway Patrol assist in the enforcement of that county's spring or other posted load limits. The South Dakota Department of Public Safety has notified the Secretary of Transportation that your county has failed to submit a request for enforcement assistance over this past year (2025).

I write to inform you of this oversight and urge you to make a written request for such assistance. I ask you to direct your request to Captain Jon Stahl, South Dakota Highway Patrol, 118 West Capitol Avenue, Pierre, SD 57501 or email Captain Stahl at Jon.Stahl@state.sd.us. Please send a copy of your request to me.

Please consider this letter to be the county's thirty-day notice of a program deficiency under § 32-22-31.3. If you fail to correct this deficiency by requesting enforcement assistance from the Department of Public Safety for the county's spring or other posted load limits, then the Secretary of Transportation may determine the county's overweight vehicle enforcement program is unsatisfactory. For any county whose overweight vehicle enforcement program is certified by the Secretary of Transportation as unsatisfactory, the Secretary of Transportation may withhold or suspend, for a period of one hundred eighty days, all or any portion of any transfer of federal surface transportation funds and state funds otherwise authorized by SDCL 32-11-35 to be distributed to such county.

To avoid an unsatisfactory certification and loss of funding, please take the steps set out in this letter by March 13, 2026. If you have questions about this letter, please contact me at the phone number listed above or by email at Karla.Engle@state.sd.us.

Yours Truly,

Karla L. Engle

Karla L. Engle
Chief Legal Counsel

Ganje, Sue

From: Highway Department <hwy@frcounty.org>
Sent: Tuesday, February 17, 2026 2:51 PM
To: Ganje, Sue; Stahl, Capt. Jon (HP040); Engle, Karla
Subject: Fwd: [EXT] County Road Limits

I am forwarding the request below regarding county road weight limit enforcement, which was originally sent on January 9th.

Could you please confirm if you are the correct contact for this matter, or if this request should be directed to someone else within the Motor Carrier Division?

Tony March
Highway Superintendent

Julie Silvermail-Office Manager
Fall River County Highway Department
605-745-5137

-----Forwarded message -----

From: Highway Department <hwy@frcounty.org>
Date: Fri, Jan 9, 2026 at 1:08 PM
Subject: County Road Limits
To: <dave.campbell@state.sd.us>

Dear Lieutenant Dave,

Pursuant to SDCL 32-22-31.3, Fall River County would like to formally request assistance from the South Dakota Highway Patrol Motor Carrier Division to enforce the posted weight limits on our county roads.

We ask that this enforcement remain in place until otherwise noted. Thank you for your support in protecting our infrastructure.

Best regards,

Tony March
Fall River Highway Superintendent
605-517-1145

Julie Silvernail- Office Manager
Fall River County Hwy Dept.
605-745-5137



Highway Department <hwy@frcounty.org>

(no subject)

Engle, Karla <Karla.Engle@state.sd.us>

Wed, Feb 18, 2026 at 10:13 AM

To: Highway Department <hwy@frcounty.org>, "Stahl, Capt. Jon (HP040)" <Jon.Stahl@state.sd.us>

This works for SDDOT. Thank you! Kle



Karla Engle | *Chief Legal Counsel & Special Assistant Attorney General*

South Dakota Department of Transportation

Becker-Hansen Building

700 East Broadway Ave.

Pierre, SD 57501-2586

karla.Engle@state.sd.us

O: 605.773.4396 | dot.sd.gov

[Quoted text hidden]



Gmail

Highway Department <hwy@frcounty.org>

(no subject)

1 message

Wed, Feb 18, 2026 at 7:56 AM

Highway Department <hwy@frcounty.org>
To: kara.engle@state.sd.us, jon.stahl@state.sd.us

Good morning Karla,

We received your letter regarding Fall River County. I am writing to formally request assistance from the South Dakota Highway Patrol Motor Carrier Division to enforce the posted weight limits on our county roads.

Could you please let us know if this works as our formal request, or advise us on what steps we need to take to ensure this is processed?

Thank you,

Julie Silvernail-Office Manager
Fall River County Highway Department
605-745-5137

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

TO: THE BOARD OF COUNTY COMMISSIONERS

DATE: 02/17/2026

FALL RIVER COUNTY,
HOT SPRINGS, SOUTH DAKOTA

GW PROJECT NUMBER: 61151 - T26119

Application is hereby made by Golden West Telecommunications, South Dakota for permit to occupy highway right-of-way located from: an existing vault on the north side of Rathbun Rd

To: the residence at 27852 Rathbun Rd

AERIAL FACILITIES: Location, type and size of the proposed line and anchors with respect to the centerline 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: To extend mainline to provide service to residence
2. Pipe size, cable size and type: Cable: 2pr service drop Duct: PVC Innerduct
3. Outside diameter: Cable: 0.39" Duct: 1.660"
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: 36"
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 not cost to the County or the Federal Government.

APPROVED _____ 20 ____

SUBMITTED February 17 _____ 20 26

County Chairman

Golden West Telecommunications

County Auditor

By Mickie Abell

Right of Way Specialist
Title



As Staked

Golden West Telecommunications

Name: Fall River Co. Hwy

W/O: 126LLD

Exch: Isl. Springs

Route: Rathbun Rd

ROW: Public

Staked By:	SJF	Date:	2-16-26
Revised By:	MJA	Date:	2-17-26
Revised By:		Date:	
Revised By:		Date:	
Plowed By:		Date:	
As Built By:		Date:	

CONFIDENTIAL

Proposed Bore



State: South Dakota

County: Fall River

Twp: Z5

Range: SE

Section: Z6

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

Sheet 1 of 1

Drawing Not To Scale

**County Commissioners Report
Fall River County
October, November and December 2025**

Maternal and Child Health Program:

The Pregnancy Care Program continues to be available in Fall River for pregnant and postpartum women. The Pregnancy Care Program connects pregnant women with a registered nurse who provides personalized education, support, monthly health checkups, maternal depression screenings, and assists them in obtaining referrals for additional care that may be needed. We continue to refer families who qualify to WIC (Women, Infants, and Children) and the Bright Start programs.

As part of this program, our office is also committed to promoting the American Academy of Pediatrics safe infant sleep recommendations and vehicle safety education to families. If we determine that an infant needs a safe sleeping arrangement or car seat, our office can provide these items to the families. We can provide portable cribs, known as a Cribette, or a convertible car seat from birth up to 65 pounds, allowing for both front-facing and rear-facing use. Additionally, no back and high back booster seats are available for children who are at least four years old and weigh a minimum of 80 pounds.

We also encourage more families to take advantage of other services available to children, such as basic oral health assessments and fluoride varnish treatment, hearing and vision screenings, along with developmental screenings.

Immunization Activities:

Our office is committed to providing immunization to children up to 18 years old. We offer vaccines to children who qualify for the federal Vaccine for Children (VFC) program, as well as those with in-network insurance providers. To be eligible for the VFC program, a child must be uninsured, underinsured, Medicaid-eligible, or be an American Indian or Alaska Native. This program is a wonderful opportunity for families to get their children vaccinated at no cost for the vaccine, helping to protect them from preventable diseases.

Our immunization coverage rate for children 19 to 47 months old in Fall River County is at 73%.

School Health Activities:

We continue to have school hours at Edgemont and Oelrichs. In November, Jackie returned to Edgemont for follow-up screenings with students who had concerns during their initial screenings that were completed in September.

In December, Jackie was busy completing school immunization audits for the local area schools. This process ensures that students have received the required immunizations for school entry. The school staff does an excellent job ensuring that students meet their immunization requirements and that all required paperwork is filled out and submitted to our office.

Public Health Preparedness and Emergency Response:

We participated in the Fall River County Local Emergency Planning Committee (LEPC) exercise at the Mueller Center in Hot Springs on October 22nd. During this event, we successfully administered 38 free flu shots to members of the community.

General Public Health Office Activities:

Reminder, our office offers flu shots, which is the best way to protect yourself, your family, and the community. The flu season runs from October to May. For more information on how to protect yourself and to stay updated on flu activity in the local area, please visit

<https://doh.sd.gov/topics/diseases/infectious-diseases/influenza/>.

Respectively submitted by,
Jackie Waldner RN

Statistical Report – Quarter 4 (October, November, December 2025)

Public Health Nursing Services	October 2025	November 2025	December 2025	Quarter Totals	Yearly Totals for 2025
Pregnancy Care Program					
Referrals Received	2	1	3	6	31
Referrals Accepted	0	0	0	0	3
Pregnancy Care Visits Completed	0	1	1	2	10
Pregnancy Care Caseload	1	1	1	Average Caseload 1	Average Caseload 2
Depression Screenings					
PHQ-2 Screenings Completed	1	0	0	1	8
PHQ-9 Screenings Completed	0	0	0	0	2
Referrals Made	0	0	0	0	0
Safe Sleep					
Safe Sleep Visits Completed	0	0	0	0	6
Pack-n-Plays Issued	0	0	0	0	4
Age & Stages Screenings					
ASQ's & ASQ-SE Screenings Completed	0	0	0	0	4
Referrals Made	0	0	0	0	2
Car Seats					
Car Seats Issued	0	0	1	1	9
Fluoride Varnish					
Number of Children	0	0	4	4	6
School Services					
School Hours Completed	0	0	1.5	1.5	4.5
Immunizations					
Total Vaccine Doses Given	3	10	1	14	42

Plats for Agenda

1 message

andersenengineers@gwtc.net <andersenengineers@gwtc.net>
To: Auditor Office <agenda@frcounty.org>

Mon, Mar 2, 2026 at 10:02 AM

All,

We need to get the following 3 plats added to the agenda for Thursday's meeting.

1. A PLAT OF LAZY BS EAST TRACT AND HIX TRACT, LOCATED IN THE S1/2 NW1/4 OF SECTION 32 AND SE1/4 NE1/4 OF SECTION 31, T8S, R3E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA, FORMERLY OUTLOT A OF WDRPI-SD016 SUBDIVISION AND THE BALANCE OF TRACT GRABOW
2. A PLAT OF LOTS 5, 6, AND 7 OF LIBERTY HILLS SUBDIVISION, LOCATED IN THE SW 1/4 SE 1/4 OF SECTION 27, T7S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA
3. A PLAT OF LOT 6 OF ANGOSTURA FLATS SUBDIVISION, LOCATED IN GOVERNMENT LOT 2 OF SECTION 18, T8S, R7E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

I have also attached the pdf's of these.

Thank you,

ANDERSEN ENGINEERS, Inc.

Dustin Ross, PLS

P.O. Box 446

Edgemont, SD 57735

605-662-5500 - Edgemont Office
605-745-5510 - Hot Springs Office

www.andersenengineers.com



Ganje, Sue

From: Lance Russell <lance_russell@yahoo.com>
Sent: Monday, November 24, 2025 3:36 PM
To: Ganje, Sue; clarkbrown62@gmail.com
Cc: Lyle Norton
Subject: [EXT]



Sue:

Please provide Mr. Clark Brown with any requirements the County Commission may require to start the process for the area residents to petition the Commissioners to establish a speed limit in the Ridgeview Springs Area, where the a plat dedicates a public right-of-way in an area without an organized township or road district, the county commissioners have the legal authority under [SDCL 32-25-9.1](#) to establish speed limits on that right-of-way.

Thank you,

Lance S. Russell
Attorney at Law
Russell Law Office P.L.L.C.
lance_russell@yahoo.com
605-745-3228

Mailing Address:
P.O. Box 184
Hot Springs, SD 57747

Office Location (deliveries/overnight mail):
141 S. Chicago St.
Hot Springs, SD 57747

605-989-8414

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY - CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.

Petition Accepted by Lance Russell SA

Speed Limit Establishment for Ridgeview Springs Subdivision

We the residents of Ridgeview Springs Subdivision, Fall River County, South Dakota, do hereby petition the Fall River County Commissioners to establish the following speed limits within our subdivision. As all roadways within our subdivision are gravel Public Right-Of-Ways, not County or State roads, we request this action pursuant to ~~SDCL 32-25-9.1, Establishment of speed zones by county commissioners~~. In addition, each of these Public Right-Of-Ways fall exclusively within Fall River County, South Dakota.

We request the following:

Primary ingress/egress Public Right-Of-Way for Ridgeview Springs Subdivision, **Ridgeview Springs Road**. We request the establishment of a **25 MPH** speed limit from the entrance from U.S. Highway 385 to Clay Drive. From Clay Drive to the northwest end of Ridgeview Springs Road (the Custer County and Fall River County Line) we request a **15 MPH** speed limit be established.

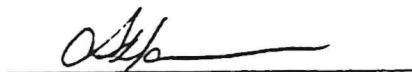
On ^{Tree} Pine Drive, we request a **15 MPH** speed limit be established.

On **Aberg School Road**, we request a **15 MPH** speed limit be established.

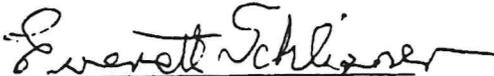
By signing below, we, the residents of Ridgeview Springs Subdivision, agree to this request and ask the Fall River County Commissioners to favorably approve this request.



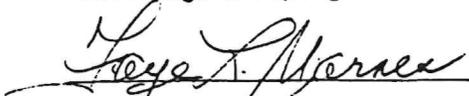
Milbrandt
13000 Ridgeview Springs Road



Harms
13037 Ridgeview Springs Road

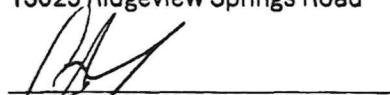


Schlisner
13065 Ridgeview Springs Road



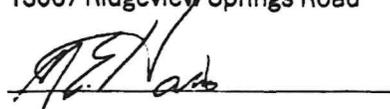
Yarnes
27116 Clay Drive

Estate Owned (Unoccupied)
13025 Ridgeview Springs Road

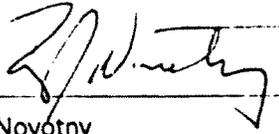


Brown
13045 & 44 Ridgeview Springs Rd

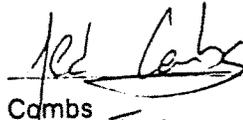
Belden
13067 Ridgeview Springs Road



Harris
27111 ^{Tree} Pine Drive



Novotny
^{Tree}
27110 Pine Drive



Combs
^{Tree}
27109 Pine Drive

Ganje, Sue

From: Ganje, Sue
Sent: Saturday, January 10, 2026 11:28 AM
To: clark brown
Subject: RE: [EXT] speed limit

Good morning, Clark. I apologize for the previous correspondence with you. I have you down on the 1 /22/ 26 agenda at 9:40 am.

Have a good day,

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: clark brown <clarkbrown62@gmail.com>
Sent: Friday, January 9, 2026 9:47 AM
To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: Re: [EXT] speed limit

Good morning, Sue,

I have the signed document by the residents of Ridgeview Springs Subdivision. Should I scan this and email to you?

V/R
Clark

Clark Brown
CW4(R), USA
(605) 939-8414

On Tue, Jan 6, 2026, 12:57 Ganje, Sue <Sue.Ganje@state.sd.us> wrote:

Hi Clark: Just letting you I will work on the speed limit issue this Friday. Unfortunately, I ran out of time to get this to you for Thursday's meeting, but will touch base with you on Friday. I will be out of the office this afternoon and tomorrow, and meetings Thursday in the morning and afternoon.

I apologize for the delay!

Thank you,

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

Codified Laws

[Home](#) > [Codified Laws](#) > [32](#) > [25](#) > [9.1](#)

PREVIOUS

NEXT

Go To:(1-1-1) or Google Search



PRINTER FRIENDLY

32-25-9.1. Establishment of speed zones by county commissioners--Posting of zones.

Any board of county commissioners may determine and establish speed zones upon all or any part of the highways under its jurisdiction and upon streets and highways on the request of and after any other local authority, including any road district, having charge of the maintenance of the highway has declared its intention to post speed zones. Such speed zones shall be conspicuously posted at the beginning and ending of the zones.

Source: SDCL, § [32-25-8](#) as added by [SL 1977, ch 264](#); [SL 1985, ch 259](#), § 1; [SL 1999, ch 151](#), § 9.

References



Ganje, Sue

From: Lance Russell <lance_russell@yahoo.com>
Sent: Monday, January 12, 2026 10:19 AM
To: Ganje, Sue; Sue Ganje
Subject: [EXT] Sheps Canyon Estates Road District Petition

Sue:

The petition appears to satisfy the statutory requirements.

Thank you,

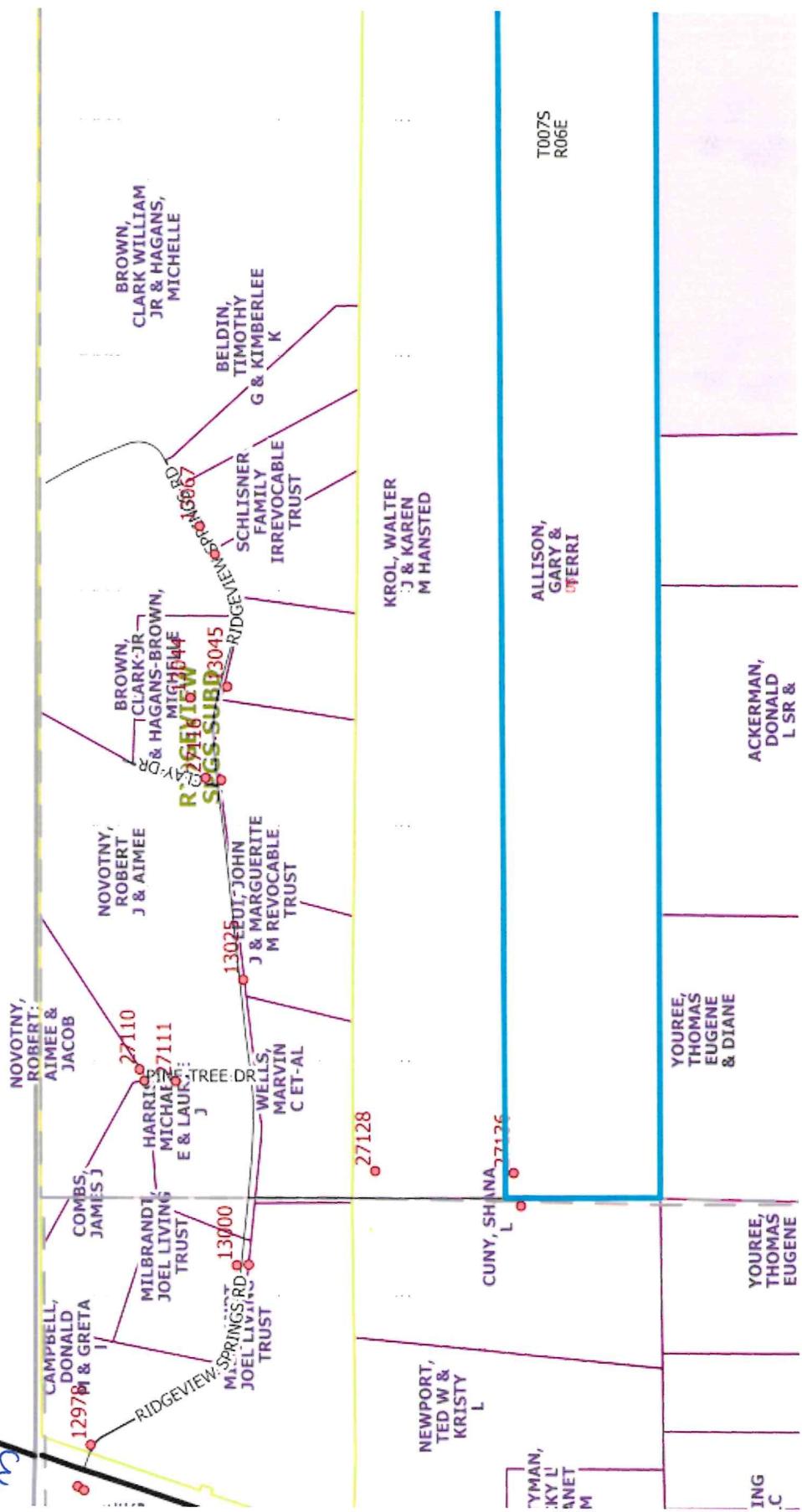
Lance S. Russell
Attorney at Law
Russell Law Office P.L.L.C.
lance_russell@yahoo.com
605-745-3228

Mailing Address:
P.O. Box 184
Hot Springs, SD 57747

Office Location (deliveries/overnight mail):
141 S. Chicago St.
Hot Springs, SD 57747

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY - CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.

385



Ganje, Sue

From: Rachel Hosterman <so@frcounty.org>
Sent: Friday, December 5, 2025 11:02 AM
To: Ganje, Sue
Subject: [EXT] Petitioning for Speed Limit Information

Hi, Sue -

Regarding Mr. Brown's request to petition FRC Commissioners to establish a speed limit on a public right-of-way without an organized township or road district, I spoke with Custer County Highway Department Superintendent Jesse Doyle. I called him for two reasons: one, Ridgeview Springs Road is in Fall River County and Custer County, and two, I wondered how Custer County handles these requests. Mr. Brown has not made any request to Custer County and Jesse thought Custer County's piece of this road is very small.

Sounds like Custer County has received this request from one of the 60+ road districts they currently have in place. Other roads that are not in road districts are also reviewed on a case-by-case basis. Jesse Doyle would be a good resource to talk to if needed and his office number is (605)673-5678.

Jesse said the Highway Department is the first one asked about logical speed limits based on multiple factors. Custer County has also consulted with South Dakota State University's Local Transportation Assistance Program (LTAP). Rather than guessing at an appropriate speed limit, roads can be reviewed by LTAP and they would make a professional recommendation. Their website is as follows:

<https://www.sdstate.edu/jerome-j-tohr-engineering/south-dakota-local-transportation-assistance-program>

I hope this helps answer the question. Thanks!

Rachel Hosterman
Administrative Assistant
Fall River County Sheriff's Office
906 N River Street
Hot Springs SD 57747
Office (605)745-4444
so@frcounty.org

Codified Laws

Home > Codified Laws > 10 > 25 > 41

PREVIOUS

NEXT

Go To:(1-1-1) or Google Search



PRINTER FRIENDLY

10-25-41. Reconveyance to record owner of real property held by county under tax deed-- Consideration required.

The county commissioners may authorize a reconveyance by quitclaim deed to the record owner or the record owner's assignees or successors only of any real property held by the county under tax deed only. The reconveyance shall be for consideration not less than the total principal, interest, and costs of all taxes represented in the tax deed and any other taxes and interest which are unpaid on the real property.

Source: SDC 1939, § 57.1125; SL 1943, ch 292; SL 1974, ch 68, § 10; SL 2018, ch 63, § 153.

References



Codified Laws

Home > Codified Laws > 10 > 25 > 42

[PREVIOUS](#)

[NEXT](#)

Go To:(1-1-1) or Google Search

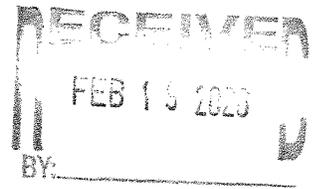


[PRINTER FRIENDLY](#)

10-25-42. Price, conditions, and qualifications required by county commissioners for reconveyance to record owner.

Nothing contained in § 10-25-41 limits the discretion of the county commissioners to fix a higher price for the reconveyance or to annex to the reconveyance any conditions or qualifications as the county commissioners may establish.

Source: SDC 1939, § 57.1125; SL 1943, ch 292; SL 2008, ch 37, § 78; SL 2018, ch 63, § 154.



Fall River County, South Dakota

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

2026 SDACC County Dues
as authorized by SDCL 7-7-28 (1967)

Per the SDACC By-Laws, membership dues are based in the most current federal census.

FORMULA: 2020 Population x .22 + \$750.00 = TOTAL DUES
2020 Population = 6,973
6,973 x .22 + \$750.00 = \$ 2,284.00
TOTAL 2026 SDACC DUES = \$ 2,284.00

Handwritten signature and the word 'COMMISSION' written vertically.

To: South Dakota Association of County Commissioners

From: Fall River County for 2026 SDACC Annual Dues - 01/01/2026 - 12/31/2026

Amount of Claim - - - \$ _____

Audited and Allowed _____, 20 _____

_____, Chairperson

State of South Dakota)
ss.
County of Fall River

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

NACo County Membership Dues
01/01/2026 - 12/31/2026

Amount Due: \$450.00

Amount Paid: _____

NACo knows you have a difficult job. Counties are continually asked to do more with less. Federal unfunded mandates and unnecessary regulations make your job harder. But you aren't working on this alone, NACo is here to help.

NACo connects you with an important support network to help you excel in county government. Please renew your membership to South Dakota Association of County Commissioners (SDACC) for 2026. Thank you for your continued membership in NACo!

TOTAL SDACC and NACo MEMBERSHIP DUES: \$2,734.00

Total Dues Submitted: _____

Make ONE check payable to SDACC for both SDACC and NACo membership dues.
The association office will submit your membership payment to NACo on your behalf.

Handwritten word 'SIGN' written vertically.

COMBINED ELECTION AGREEMENT

This agreement is entered into between Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and the Oelrichs School District 23-3; all political subdivisions of the State of South Dakota, for the purpose of conducting a combined election provided under the provisions of SDCL 9-13-37, 13-7-10.3, 12-2-5 and 12-2-6 and allocating expenses of combined elections including elections to which the county is not typically involved.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

COMBINED ELECTIONS:

Cost Share: Invoices will be issued by the County to each of the other parties upon completion of the election process after expenses have been divided appropriately.

- Each entity shall publish its own required notice of vacancy, other notices will be jointly published. The cost of jointly published notices shall be shared equally, except for the cost of publishing the sample ballot, where the cost shall be shared proportionately by ballot issue and/or candidate.
- Salaries and expenses of shared polling places will be shared proportionately by ballot issue and/or candidate by all the entities. The County is responsible for finding Poll Workers.
- The cost of materials (ballots, absentee envelopes, etc.) will be shared proportionately by ballot issue and/or candidate. Each entity will pay the cost of its individually used materials and supplies.
- Programming costs (ballots, Expressvotes, software, scanner, etc..) shall be shared proportionately by ballot issue and/or candidate.
- If any entity in the agreement is not required to have an election, the only cost to be paid by the entity/entities will be the Notice of Vacancy publication.

Fall River County will pay all costs associated with the election and the other parties agree to reimburse the County for each of their shares of the costs as determined in this agreement.

Proportionately is described as, the percentage of space used on the ballot for each entity's ballot issues and/or candidates and will be agreed upon by each entity for each election.

Absentee/Early Voting: Absentee ballots shall be available at the Fall River County Auditor's Office for voters who wish to vote absentee/early. Absentee board(s) will be hired by Fall River County and payment for the workers shall be shared equally between entities participating in the election.

Election Night Counting Board: If the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 place an item on a June Primary or November General Election ballot, those entities each agree, at no cost to the county, to provide a minimum of one (1) worker, if requested by the county, to assist in some capacity on election day.

Canvassing the Vote: Each entity shall canvass the votes of their election at the next designated meeting following the election. Poll books will be opened by the Fall River County canvassing board, canvassed, resealed and passed on to the next entity who will follow the same process until all entities have completed their canvassing process.

Other elections in which Fall River County is not a participant:

Cost Share: Fall River County is not responsible for supplying other entities with supplies (absentee envelopes, etc.) needed to hold their own elections. However, if Fall River County provides supplies, in emergency situations, the County will be refunded the cost of the supplies that were used.

All costs incurred by Fall River County during election shall be invoiced back to the City/Schools/Town. Payments for said costs shall be remitted thirty (30) days after receipt of said invoice from Fall River County.

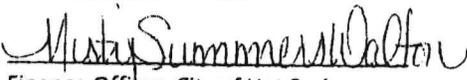
Equipment: Fall River County agrees to supply voting booths, secrecy sleeves and the required signage at no cost. The entity holding the election is responsible for setting a time and assisting with getting that equipment ready for Election Day and scheduling a time to assist in the return of said items. The entity is also responsible for transport and setup/teardown of the equipment. They are also responsible for the costs of replacing missing equipment and repairing any damage, other than mechanical failure. Other entities may choose to utilize the DS450 (automatic tabulating machine) at a cost of \$300.00 plus the cost of the County Election employees' salaries for their time to assist with the machine.

Election Support: Fall River Auditor's office staff will be present in the Auditor's office from 7:00 a.m. to 7:00 p.m. on Election Day to assist with registration issues and questions. The County will equally invoice each entity involved, the cost of the overtime pay incurred for the staff.

Other: At any time Fall River County, the City of Hot Springs, the Hot Springs School District 23-2, the Town of Oelrichs and/or the Oelrichs School District 23-3 may request to revisit this agreement to make any needed changes or updates.

ATTEST:

County Auditor, Fall River County
Date: _____



Finance Officer, City of Hot Springs
Date: 4/6/2026



Business Manager, School District 23-2
Date: 01-18-2026

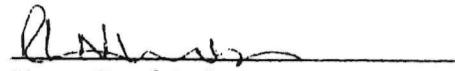


Business Manager, School District 23-3
Date: 1-20-2026



Finance Officer, Town of Oelrichs
Date: 2-10-26

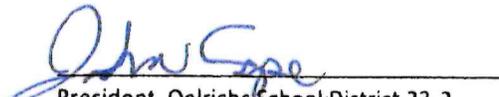
Chairman, Fall River County Commission



Mayor, City of Hot Springs



President, Hot Springs School District 23-2



President, Oelrichs School District 23-3



Mayor, Town of Oelrichs

FALL RIVER COUNTY RESOLUTION #2026-05

**ORDER FOR ORGANIZATION AND INCORPORATION
OF THE SHEPS CANYON ESTATES DISTRICT
FALL RIVER COUNTY, SOUTH DAKOTA**

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

WHEREAS, an Election was held on February 17, 2026, asking the voters to accept or reject the formation of the Sheps Canyon Estates Road District, with 8 voters accepting and 0 voters rejecting the formation of the Sheps Canyon Estates Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare Sheps Canyon Estates Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2026 tax year payable in 2027 and after, and

BE IT FURTHER ORDERED, that the Sheps Canyon Estates Road District be described as follows:

Sheps Canyon Estates Subdivision: Includes 39 Total Lots in Sections 22 & 27, Township Eight South (T8S), Range Five East (R5E), Black Hills Meridian (BHM) in Fall River County, South Dakota. Lots are numbered as follows: 1,2,3A,3B,4A,4B,5A,5B,6,7,8,9,10,11,12,13A,13B,14,Shagla Tract,16A,16B,16C,19A,19B,20,21,22,23,24,25,26,27,28, the unplatted portion of the NW 4 NE 1/4 less lots platted to Sheps Canyon Estates Subdivision,30,31,32,33 & 34.

Dated this 5th day of March 2026

Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

Sue Ganje
Fall River County Auditor