

CONTRACT FOR E-911 SERVICES

WHEREAS, Buffalo County and the Crow Creek Sioux Tribe recognize the need for the efficient and consolidated E-911 service and for specific Public Safety Answering Point ("PSAP") service; and

WHEREAS, Buffalo County and the Crow Creek Sioux Tribe desire to obtain the said service through the E-911 and PSAP system operated by the City of Winner, by and through its 911 Communications Center; and

WHEREAS, SDCL 1-24-8 authorizes the City of Winner and Buffalo County and the Crow Creek Sioux Tribe to enter a contract for the provision of such service, and

WHEREAS, the City of Winner agrees with Buffalo County and the Crow Creek Sioux Tribe to provide E-911 and PSAP service to the citizens and residents of Buffalo County and the Crow Creek Sioux Tribe, including those residing within the boundaries of the Crow Creek Sioux Tribe extending into Hyde and Hughes Counties;

WHEREAS, such services shall be provided for and on behalf of both Buffalo County and the Crow Creek Sioux Tribe, under the terms and conditions set forth herein, it is AGREED by and between the City of Winner and Buffalo County and Crow Creek Sioux Tribe as follows:

1. **TERM OF CONTRACT.** This contract shall run from March 1, 2026 to December 31st, 2026, and renewing year-to-year thereafter on terms set forth herein, provided, however, that the commencement and continuation of service to be provided by the city during such term shall be in conformance with the hereafter provided terms and provisions.
2. **PER TELECOMMUNICATIONS LINE CHARGE.** In consideration of the service to be provided by the City of Winner's 911 Communications Center, Buffalo County agrees to pay the following charges and upon the following terms. Buffalo County will pay charges of One Dollar and ninety- two cents \$1.92 per telecommunications line per month. The per line figure applies to the total reported lines for each month within Buffalo County and the Crow Creek reservation boundary extending into Hughes and Hyde Counties, according to the monthly report of the South Dakota Department of Public Safety. The monthly computation of lines multiplied by the per line charge shall be paid monthly to the City of Winner (number of lines X \$1.92 = monthly billing). Payments shall be made no later than the first day of the first month following each prior payment.

ANNUAL CPI ADJUSTMENT. Beginning January 1, 2027, and every January 1 thereafter, there shall be an annual increase in the per-line rate based upon the CPI. On that basis, the per-line rate shall be adjusted to equal the prior twelve-month period's per-line rate PLUS the percentage of that prior twelve-month period's rate that equals the most recently reported CPI. For purposes of this provision CPI shall mean the consumer price index annual rate of inflation as determined by the US Bureau of Labor Statistics (CPI). In all

cases where a CPI increase is calculated, it shall be rounded to the nearest full penny. In any year where the CPI is less than two (2) percent, a minimum rate of two (2) percent shall be applied.

3. BUFFALO COUNTY and CROW CREEK SIOUX TRIBE RESPONSIBILITIES. As a condition of the agreement of the City of Winner to provide the E911 and PSAP service as contemplated by this agreement, Buffalo County and the Crow Creek Sioux Tribe shall:

A. Provide at its sole expense all requisite telephone and radio links and connections to the Winner 911 Communications Center.

B. Provide to the Winner 911 Communications Center, a continuously current list of contact pager numbers or telephone numbers to the public safety and/or emergency service contact points or persons within Buffalo County, who shall be notified by the Winner 911 Communications Center upon receipt by the Winner 911 Communications Center of an E911 call from within Buffalo County. The list of contact numbers shall be in writing, with the list certified to as true and correct by such Buffalo County official as the commissioners of Buffalo County shall designate to so certify such list on behalf of Buffalo County. Buffalo County shall notify the Winner 911 Communications Center of any pending change or modification to the list of emergency service contact numbers in advance of the effective date and time of such change or modification, at least three (3) working days prior to the effective date and time of such change or modification. The notice of change or modification of emergency service contact number shall be in writing, and shall specify the exact effective date and time of the pending change, and shall be certified to the Winner 911 Communications Center in the same manner as above provided. The Winner 911 Communications Center shall be entitled to rely on the list of emergency service contact numbers as shall be provided to the city by Buffalo County. The Winner 911 Communications Center shall have no responsibility for the correctness and accuracy of the list of contact numbers provided to the 911 Communications Center by Buffalo County. Buffalo County shall recertify the current accuracy and correctness of the list of contact numbers annually. The certified list of contact numbers and any and all changes, updates, shall be provided to the Administrator of the Winner 911 Communications Center at the address, email address, and/or fax number provided in paragraph 6, hereto, and to such other person within the Winner 911 Communications Center as the Administrator may designate for that purpose. The Winner 911 Communications Center shall acknowledge receipt, in writing, by mail, email or fax, of all such notices of Buffalo County in respect to the public safety and emergency service agency contract telephone number list. No notice by Buffalo County to the Winner 911 Communications Center in respect to the emergency service contact telephone number list shall be deemed received by the Winner 911 Communications Center until and unless Buffalo County shall have received from the Winner 911 Communications Center the acknowledgment of receipt of the same, as provided herein.

C. Provide to the Winner 911 Communications Center, a continuously current list of contact pager numbers or telephone numbers to the public safety and/or emergency service contact points or persons within the Crow Creek Sioux Tribe, who shall be notified by the Winner 911 Communications Center upon receipt by the Winner 911 Communications Center of an

E911 call from within the Crow Creek Reservation boundaries. The list of contact numbers shall be in writing, with the list certified to as true and correct by such the Crow Creek Sioux Tribe official as the Council of the Crow Creek Sioux Tribe shall designate to so certify such list on behalf of the Crow Creek Sioux Tribe. The Crow Creek Sioux Tribe shall notify the Winner 911 Communications Center of any pending change or modification to the list of emergency service contact numbers in advance of the effective date and time of such change or modification, at least three (3) working days prior to the effective date and time of such change or modification. The notice of change or modification of emergency service contact number shall be in writing, and shall specify the exact effective date and time of the pending change, and shall be certified to the Winner 911 Communications Center in the same manner as above provided. The Winner 911 Communications Center shall be entitled to rely on the list of emergency service contact numbers as shall be provided to the city by the Crow Creek Sioux Tribe. The Winner 911 Communications Center shall have no responsibility for the correctness and accuracy of the list of contact numbers provided to the 911 Communications Center by the Crow Creek Sioux Tribe. The Crow Creek Sioux Tribe shall recertify the current accuracy and correctness of the list of contact numbers annually. The certified list of contact numbers and any and all changes, updates, shall be provided to the Administrator of the Winner 911 Communications Center at the address, email address, and/or fax number provided in paragraph 6, hereto, and to such other person within the Winner 911 Communications Center as the Administrator may designate for that purpose. The Winner 911 Communications Center shall acknowledge receipt, in writing, by mail, email or fax, of all such notices of the Crow Creek Sioux Tribe in respect to the public safety and emergency service agency contract telephone number list. No notice by the Crow Creek Sioux Tribe to the Winner 911 Communications Center in respect to the emergency service contact telephone number list shall be deemed received by the Winner 911 Communications Center until and unless the Crow Creek Sioux Tribe shall have received from the Winner 911 Communications Center the acknowledgment of receipt of the same, as provided herein.

4. SERVICES TO BE PROVIDED BY WINNER 911 COMMUNICATIONS CENTER. The Winner 911 Communications Center shall:

- A. Provide telephone, radio, recording and computer equipment necessary for E911 telephone connection completion at the location of the Winner 911 Communications Center, 217 East Third Street, Winner, South Dakota.
- B. Provide monthly activity reports as requested by Buffalo County and the Crow Creek Sioux Tribe and deemed appropriate by the Winner 911 Communications Center Administrator.
- C. The Winner 911 Communications Center will answer all incoming E911 calls coming in to the Center, and will:
 - (1) Relay notification of request for emergency services and/or other applicable information received by E911 call from within Buffalo County or the Crow Creek Sioux Tribal

Reservation boundaries to the appropriate Buffalo County or Crow Creek Sioux Tribe public safety and/or emergency service agency, by means of radio, pager system, or a current 10-digit emergency telephone number of the public safety contact agency, as shall be appropriate to the numbers provided by Buffalo County and the Crow Creek Sioux Tribe. The parties agree that in any case, notification to the Buffalo County Sheriff or any Buffalo County deputy sheriff or the Crow Creek Dispatch Center shall constitute completed relay of notice and information under this agreement.

- (2) Incoming E911 calls requesting law enforcement response within the tribal jurisdiction shall be promptly forwarded via telephone to the Crow Creek Dispatch Center.
- (3) Acknowledge receipt of such relayed request for emergency services and/or applicable information from the responding units of the appropriate public safety agency. The Winner 911 Communications Center shall not be obligated to provide support services beyond notification and receipt of acknowledgement of notification as provided herein.

5. GENERAL PROVISIONS.

A. In consideration of the annual Administrative fee set forth herein, the Winner 911 Communications Center will dispatch any Buffalo County public safety agency or emergency service units for support services, NCIC, NLETS, status of units, and for any other reasonably related purpose, pursuant to the terms of this contract. Beginning March 1, 2026, the annual Administrative fee shall be Seven Thousand, one hundred and three dollars (\$7,103.00). Payment for the Administrative fee shall be due not later than May 1, 2026.

B. Beginning January 1, 2027, and every January 1 thereafter, there shall be an annual increase in the Administrative Fee based upon the CPI, rounded to the nearest full dollar. On that basis, the Administrative Fee shall be adjusted to equal the prior twelve-month period's Fee PLUS the percentage of that prior twelve-month period's rate that equals the most recently reported CPI, with the result rounded to the nearest full dollar. For purposes of this provision CPI shall mean the consumer price index annual rate of inflation as determined by the US Bureau of Labor Statistics (CPI). In any year where the CPI is less than two (2) percent, a minimum rate of two (2) percent shall be applied. Beginning January 1, 2027 the Administrative Fee shall be due not later than March 1 of each year.

C. Buffalo County and the Crow Creek Sioux Tribe agree that it shall indemnify and hold harmless the City of Winner and the Winner 911 Communications Center including its elected officials, officers, agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Buffalo County or the Crow Creek Sioux Tribe and from any discontinuation of service due to circumstances beyond the Winner 911 Communications Center's control.

D. Nothing in this agreement shall prevent or inhibit the Winner 911 Communications Center, Buffalo County, the Crow Creek Sioux Tribe, or any public safety or emergency service agency within Buffalo County or the Crow Creek Sioux Tribe from establishing standard operating procedures consistent with this agreement for carrying out its operations.

E. The City of Winner and the Winner 911 Communications Center shall not be responsible

under this agreement for providing any emergency service within Buffalo County and the Crow Creek Sioux Tribal boundaries. No provision of this agreement shall be interpreted so as to impose any responsibility upon the City of Winner and the Winner 911 Communications Center for providing any emergency service within Buffalo County and the Crow Creek Sioux Tribal boundaries.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by the Winner 911 Communications Center to Buffalo County shall be given to the following person(s) at the following addresses:

TELEPHONE: _____
EMAIL: _____

And

TELEPHONE: _____
EMAIL: _____

- B. All official written notices required to be provided by the Winner 911 Communications Center to the Crow Creek Sioux Tribe shall be given to the following person(s) at the following addresses:

TELEPHONE: _____
EMAIL: _____

And

TELEPHONE: _____
EMAIL: _____

- C. All official written notices required to be provided by Buffalo County or the Crow Creek Sioux Tribe to the Winner 911 Communications Center shall be given to the following person(s) at the following addresses:

Mitch Miller
Public Safety Commissioner

325 S Monroe St., Ste 118
Winner SD 57580
605-840-9966 Phone
Email: winpscsd@goldenwest.net

And

Andrea Ptacek
911 Communications Administrator
217 E Third St
Winner SD 57580
605-842-3324 Phone
605-842-0415 Fax
Email: wincomsd@goldenwest.net

D. The person and address to any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.

7. AMENDMENT TO CONTRACT. This contract may only be amended upon authorization of the respective governing bodies of each of the parties hereto as provided by law.

8. TERMINATION. Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate.

- A. In the event that any party elects to terminate this Agreement, such termination shall be deemed to terminate the Agreement in its entirety with respect to all parties hereto.
- B. In the event of such termination, Buffalo County shall be obligated to pay the Winner 911 Communications Center all charges, which shall accrue under this contract to the termination date. Should Buffalo County default in the payment of the charges payable to the Winner 911 Communications as herein before provided, then the Winner 911 Communications Center may discontinue service and terminate this agreement; provided however that service shall not be terminated unless the Winner 911 Communications Center shall first give notice of such default to Buffalo County, and Buffalo County shall not have cured such default within thirty (30) days of such notice. Termination of such service by the City of Winner in the event such default is not timely cured shall not operate as a waiver or release of Buffalo County from any claims the Winner 911 Communications Center may have against Buffalo County for breach of contract, or for any other resultant cause of action.
- C. Prior to the execution of the Agreement, Buffalo County and the Crow Creek Sioux Tribe were requested to provide an estimated number of calls for service during the previous calendar year. In the event it is determined that the actual call volume from Buffalo County and the Crow Creek Sioux Tribal Reservation area substantially exceeds the estimated figures provided, the Winner 911 Communications Center reserves the right to terminate this Agreement upon providing written notice of such intent to the other parties in accordance with the notice provisions set forth herein.

9. CONTRACT BETWEEN GOVERNMENT ENTITIES: Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the Winner 911 Communications Center to any person who may be affected by the performance or non-performance by the Winner 911 Communications Center under this agreement. This agreement is solely between the respective governing entities of the City of Winner, Buffalo County, and the Crow Creek Sioux Tribe as is authorized and provided by law. The obligations and duties of the Winner 911 Communications Center hereunder are solely contractual with Buffalo County and the Crow Creek Sioux Tribe.

10. IMMUNITIES. The City of Winner and the Winner 911 Communications Center expressly reserves any and all immunities and defenses available to it and/or its elected officials, officers, agents, representatives, and employees. The Winner 911 Communications Center does not waive any defense or immunities otherwise available by entering into this agreement.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

DATED this ____ day of _____, 2026.

BUFFALO COUNTY: _____
Buffalo County Commission Chair

ATTEST: _____
Buffalo County Auditor

DATED this ____ day of _____, 2026.

CROW CREEK SIOUX TRIBE : Peter Lengkeek
Crow Creek Sioux Tribal Council Chairperson

ATTEST: [Signature]
CST

DATED this 12 day of January, 2026.

CITY OF WINNER:

Bradley Schramm, Mayor

ATTEST:

Harly Kingsbury, Finance Officer

Andrea Ptacek
Winner 911 Communications Center Administrator

DATED this ____ day of _____, 2026.