

## **Outline of the E-911 Services Agreement:**

### **1. Term of Contract:**

- Effective from **March 1, 2026, to December 31, 2026**, with automatic annual renewal unless terminated.
- Service commencement and continuation are subject to the terms outlined in the agreement.

### **2. Per Telecommunications Line Charge:**

- Buffalo County will pay **\$1.92 per telecommunications line per month** based on the monthly report from the South Dakota Department of Public Safety.
- Payments are due by the **first day of the following month**.
- **Annual CPI Adjustment:** Starting January 1, 2027, the per-line rate will increase annually based on the Consumer Price Index (CPI), with a minimum increase of 2% if CPI is below 2%.

### **3. Responsibilities of Buffalo County and Crow Creek Sioux Tribe:**

- Provide telephone and radio links to the Winner 911 Communications Center.
- Maintain and provide a **certified, continuously updated list of emergency contact numbers** to the Winner 911 Communications Center.
- Notify the Winner 911 Communications Center of changes to the contact list at least **three working days in advance**.
- Recertify the accuracy of the contact list **annually**.

### **4. Services Provided by Winner 911 Communications Center:**

- Provide necessary equipment for E911 services at its location in Winner, South Dakota.
- Provide **monthly activity reports** as requested.
- Answer all incoming E911 calls and relay notifications to appropriate public safety agencies.
- Forward law enforcement requests within tribal jurisdiction to the **Crow Creek Dispatch Center**.
- Acknowledge receipt of relayed requests but is not obligated to provide support services beyond notification.

### **5. General Provisions:**

- Dispatch Buffalo County public safety agencies for support services, NCIC, NLETS, etc., for an **annual administrative fee of \$7,103** starting March 1, 2026.
- Annual CPI adjustment for the administrative fee starting January 1, 2027, with a minimum increase of 2% if CPI is below 2%.
- Buffalo County and Crow Creek Sioux Tribe will **indemnify and hold harmless** the City of Winner and its representatives for claims resulting

from negligence or service discontinuation beyond the Winner 911 Communications Center's control.

- Standard operating procedures may be established by all parties consistent with the agreement.
- The Winner 911 Communications Center is **not responsible for providing emergency services** within Buffalo County or Crow Creek Sioux Tribal boundaries.

**6. Official Notices:**

- Contact information for official notices is provided for Buffalo County, Crow Creek Sioux Tribe, and Winner 911 Communications Center.
- Parties may update contact information by providing written notice.

**7. Amendment to Contract:**

- Amendments require authorization from the governing bodies of all parties involved.

**8. Termination:**

- Agreement can be terminated with **six months' prior written notice**.
- Buffalo County must pay all charges accrued up to the termination date.
- The Winner 911 Communications Center may terminate the agreement if call volume substantially exceeds estimated figures or if Buffalo County defaults on payments.

**9. Contract Between Government Entities:**

- The agreement is solely between the governing entities of the City of Winner, Buffalo County, and the Crow Creek Sioux Tribe, as authorized by law.

**10. Immunities:**

- The City of Winner and Winner 911 Communications Center reserve all **immunities and defenses** available to them and do not waive any by entering into this agreement.

**Approval and Authorization:**

- The agreement must be signed and dated by representatives of Buffalo County, Crow Creek Sioux Tribe, and the City of Winner, along with their respective attestations.