


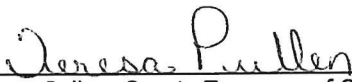
TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:
 I hereby submit the following report of my examination of the cash and cash items in
 the hands of the County Treasurer of this County on this 31st day of August 2021.

Total Amount of Deposit in First Interstate Bank, HS:		\$	1,029,709.90
Total Amount of Cash:		\$	1,024.60
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:		\$	2,296.67
MONEY MARKET SAVINGS:			
First Interstate, HS:		\$	3,109,349.49
CERTIFICATES OF DEPOSIT:			
First Interstate, HS:		\$	201,954.01
Black Hills Federal Credit Union, HS:		\$	50,000.00
Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:			
Sheriff Change Fund:		\$	200.00
Election Petty Cash:		\$	15.00
RETURNED CHECKS:			
Titus, Casey	10/26/2020	\$	75.00
Truckenbrod, Diane	8/9/2021	\$	55.96
TOTAL			\$ 4,394,680.63

Dated This 31st Day of August.



 Sue Ganje, County Auditor of Oglala Lakota County



 Teresa Pullen, County Treasurer of Oglala Lakota County

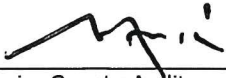
County Monies	\$	4,332,270.95
Held for other Entities	\$	7,335.17
Held in Trust	\$	55,074.51
TOTAL	\$	4,394,680.63

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

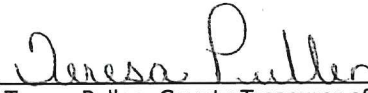
TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:
 I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of September 2021.

Total Amount of Deposit in First Interstate Bank, HS:		\$	712,861.73
Total Amount of Cash:		\$	688.10
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:		\$	102.40
MONEY MARKET SAVINGS:			
First Interstate, HS:		\$	3,235,243.77
CERTIFICATES OF DEPOSIT:			
First Interstate, HS:		\$	201,954.01
Black Hills Federal Credit Union, HS:		\$	50,000.00
Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:			
Sheriff Change Fund:		\$	200.00
Election Petty Cash:		\$	15.00
RETURNED CHECKS:			
Titus, Casey	10/26/2020	\$	75.00
Truckenbrod, Diane	8/9/2021	\$	55.96
		TOTAL	\$ 4,201,195.97

Dated This 30th Day of September.



Sue Ganje, County Auditor of Oglala Lakota County



Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies	\$	4,125,830.74
Held for other Entities	\$	20,280.48
Held in Trust	\$	55,084.75
TOTAL	\$	4,201,195.97

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

Billed Date: 8-26-2021

Cost: 2,729

Sheriff Activity Cost

Coroner Activity Cost

Date	Name	Gallons	Unit	Date	Name	Gallons	Unit
8-26-21	Herman	20.4	CO 10693	8/31/21	A. Martinez	31.0	CO 11742
8-30-21	Herman	14.2	CO 10419	9/9/21	A. Martinez	50	CO 11742
9-1-21	Herman	20.4	CO 10693	9/15/21	A. Martinez	32	CO 11742
9-3-21	Herman	17	CO 10039	10-5-21	Herman	10	CO 11742
9-6-21	Herman	17	CO 10693				
9-9-21	Herman	21.3	CO 10693			123.6	Gals
9-11-21	Herman	22	CO 10693			X 2,729	
9-14-21	Herman	21	CO 10693			\$ 337,3044	
9-16-21	Herman	13.3	CO 11398				
9-17-21	Herman	20.3	CO 10693				
9-19-21	Herman	10.3	CO 11419				
9-20-21	Herman	13.4	CO 11419				
9-22-21	Herman	11.4	CO 11419				
9-23-21	Herman	16	CO 10039				
9-16-21	Herman	14.4	CO 11419				
9-28-21	Herman	17.4	CO 10039				
9-30-21	Herman	14.4	CO 10039				
10-2-21	Herman	10.9	CO 11398				
10-4-21	Herman	24	CO 10693				

319.1 Gals

X 2,729

\$ 870,829

OSGLALA LAKOTA COUNTY HIGHWAY DEPARTMENT

Date: Oct 5 2021

To: WESTCO, 1-800-762-9906

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 5 day of October, 2021.

Please provide a bid for the following:

550 Gallons of Unleaded Gas at \$ 2.985 / gal.

1900 Gallons of Diesel at \$ 2.945 / gal.
or unleaded

800 Gallons of Propane at \$ 1.999 / gal.

The Oglala Lakota County Highway Dept. propane tank is a 1,000-gallon tank;
the current propane level is 3 1/2 percent.

Signature: [Handwritten Signature]

Date: 10/5/21

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt; State tax applicable

Diesel: Federal and State tax exempt; \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel, faxed to 1-605-288-1867.

Oglala Lakota County Highway Department

PO Box 208, Batesland, SD 57716

Ph - 605-288-1866, Cell - 605-441-6261, Fax - 605-288-1867

Email: oclhwy@hotmail.com

NO Bids
on

Nelson's

4

Lakota Plains

For office use only:

Response

No Response

emailed

10/5/21 1:03 PM

Mail - EMAIL SECURITY - Outlook

OGJLA LAKOTA COUNTY HIGHWAY DEPARTMENT

Date: Oct 5, 2021

To: Kadoka

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 5 day of October, 2021.

Please provide a bid for the following:

550 Gallons of Unleaded Gas at \$ 3.16 /gal.

1,900 Gallons of Diesel at \$ 3.04 /gal. #2 dyed
or untel

800 Gallons of Propane at \$ — /gal. No Bid

The Oglala Lakota County Highway Dept. propane tank is a 1,000-gallon tank; the current propane level is 31 percent.

Signature: [Handwritten Signature]

Date: 10-5-21

County Exemptions / Taxes Applicable:

State tax applicable

OGLALA LAKOTA COUNTY HIGHWAY DEPARTMENT

Date: Oct 5, 2021

To: PINE RIDGE OIL, 1-605-867-6225

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 5 day of October, 2021.

Please provide a bid for the following:

550 Gallons of Unleaded Gas at \$ 3.399 / gal.

1900 Gallons of Diesel at \$ 3.009 / gal.
or Wntel

800 Gallons of Propane at \$ N/A / gal.

The Oglala Lakota County Highway Dept. propane tank is a 1,000-gallon tank; the current propane level is 3% percent.

Signature: *Patricia A. Powell*

Date: 10/5/21

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt; State tax applicable

Diesel: Federal and State tax exempt; \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel, faxed to 1-605-288-1867.

Oglala Lakota County Highway Department

PO Box 208, Batesland, SD 57716

Ph - 605-288-1866, Cell - 605-441-6261, Fax - 605-288-1867

Email: olchwy@hotmail.com

For office use only:

Response

No Response

emailed

2021 COUNTY AUDITOR ELECTION WORKSHOP

DRAFT AGENDA

Ramkota Hotel - Pierre, October 20-21, 2021

Wednesday, October 20, 2021 – Galleries B & C

- 7:30 Registration
- 8:00 Welcome & Introductions – Secretary of State Steve Barnett
- 8:05 Election Preparation – Kea Warne, Director, Division of Elections (Tab 1)
- 2022 Calendar
 - Notices
 - Offices to be Filled in 2022
 - Pollworker Recruitment
 - Precincts & Polling Places
- 8:30 Election Security – Scott Davis, Protective Security Advisor-SD CISA; Matthew Spear, DHS Intelligence Officer; Jim Edman, SD Cyber Security Advisor
- 10:00 Break
- 10:15 Election Worker Training – Kea Warne (Tab 2)
- 11:00 Auditor Panel – Pollworker/Polling Place Processes, Tips, and Best Practices
- Jill Hanson – Beadle
 - Jacki Sieverding – Union
 - Susan Connor – Minor
 - Rachel Soulek - Moderator
- 12:00 Working Lunch – Gallery A (Taco Bar) – Guest Speakers
- Shelly Pfaff, Consultant
 - C.J. Moit, Disability Rights of South Dakota
- 1:00 Political Parties – Kea Warne (Tab 3)
- Who Can Vote for What in Primary Elections?
- 1:15 National Voter Registration Act (NVRA) – Kea Warne
- History of NVRA
 - Agency Documents
 - Source of Registration
- 1:45 Absentee Voting – Kea Warne (Tab 4)
- Knowing the difference between Absentee Voting and Early Voting
 - Absentee Ballot Application Form
 - Federal Post Card Application (FPCA)
 - Federal Write-in Absentee Ballot (FWAB)
 - Federal Voting Assistance Program (FVAP) Voting Assistance Guide
 - Absentee Ballot Precincts
- 2:45 Break

- 3:00 Auditor Panel - Absentee Voting Processes, Tips, and Best Practices
 - Susan Kiepke – Davison
 - Susan Lamb – Sully
 - Cely Johnson – Moderator
 - Jenny Galbraith – Mellette
 - Tamara Brunken – Bon Homme
- 4:00 SeaChange – Doug Sunde & Shelly Angen (Tab 5)
 - Quick Reference Guide
 - Q&A
- 5:00 Adjournment
- 5:15 – 6:00 **Optional:** New Auditors In-depth Review with SeaChange – Doug Sunde & Shelly Angen. This session will be held in Gallery A.

Thursday, October 21, 2021 – Galleries B & C

- 7:30 Breakfast
- 8:00 UOCAVA Electronic Voter Registration System (ELVR) - Rachel Soulek (Tab 6)
 - A Walk Through the ELVR System
- 8:15 Auditor on the Ballot – Rachel Soulek (Tab 6)
- 8:30 Petitions: Forms and Filing Deadlines – Rachel Soulek (Tab 6)
- 9:15 Secured Access Designation (SB 102) – Rachel Soulek
 - A Walk Through the Secured Access Designation in TV
- 9:30 Poll Watcher and Observation Guidelines – Kea Warne (Tab 7)
- 10:00 Break
- 10:15 Auditor Panel – Election Day Processes, Tips and Best Practices:
 - Karen Layher – Grant
 - Brenda McGruder – Lawrence
 - Jane Naylor – Hughes (former)
 - Theresa Hodges – Spink
 - Suzanne Wetz – Moderator
- 11:00 Vote Centers – Kea Warne (Tab 7)
- 11:15 Special and Combined Elections – Kea Warne (Tab 8)
- 11:30 Provisional Ballots – Kea Warne (Tab 8)
- 11:45 Resolution Boards – Kea Warne (Tab 8)

- 12:00 Working Lunch – Gallery A (Pasta Bar) – Guest Speakers
- Senator Mary Duvall, District 24 – High-Level Overview on Redistricting
 - Julie Bartling, Gregory County Auditor – How a Bill Becomes a Law
- 1:00 Redistricting – Information and Discussion – Rachel Soulek
- 1:30 TotalVote: Brandon Campea, BPro Inc.
- Total Address/GIS Upgrade/Redistricting
- 2:00 Breakout Sessions (Gallery A):
- Election Systems & Software (ES&S) – Nate Clark & Trish Rice
 - Optical Scan Counters
 - DS450 Demonstrations
 - DS200 Demonstrations
 - ExpressVote Demonstrations
 - KnowInk – Dustin VanBalen
 - Poll Pads
- 3:00 Break
- 3:15 Auditor Panel - Tabulating Systems and Best Procedures for Counting: **(Tab 9)**
- Diane Murtha – Hutchinson (DS450)
 - Susan Urban – Aurora (DS200)
 - Sherri Lund – Lincoln (DS850)
 - Suzanne Wetz - Moderator
- 3:45 County and State Canvass – Karen Layher, Grant County Aud. and Kea Warne **(Tab 9)**
- 4:00 County Recount **(Tab 9)**
- Kea Warne - Process
 - Clay County Auditor Carri Crum - Tips and Overview
- 4:30 Q&A / Comments

HAVE A SAFE DRIVE HOME!

[EXT] ARPA Advisory Assessment

Kristie Jacobsen <kris@sdcountrycommissioners.org>

Mon 10/4/2021 11:36 AM

To: Urban, Susan <Susan.Urban@state.sd.us>; Barker, Phyllis <Phyllis.Barker@state.sd.us>; bdesersa@trippcounty.us <bdesersa@trippcounty.us>; Bennett Auditor <bcauditor@gwtc.net>; Bon Homme Auditor <auditor@bonhommecountysd.org>; Brookings Deputy <jbeller@brookingscountysd.gov>; Brookings Finance <lschultz@brookingscountysd.gov>; Brule Auditor <brulaud@midstatesd.net>; Buffalo County Auditor <buffalo.aud@midstatesd.net>; Jensen, Elaine <Elaine.Jensen@state.sd.us>; Campbell Auditor <campbellcommission@yahoo.com>; Carri Crum (Carri.Crum@claycountysd.org) <Carri.Crum@claycountysd.org>; Cathy McNickle <Cathy.McNickle@browncounty.sd.gov>; clonge@charlesmixcounty.org <clonge@charlesmixcounty.org>; Cindy Longbrake - Ziebach County <ziebachauditor@lakotanetwork.com>; Tarbox, Christine <Christine.Tarbox@state.sd.us>; Codington Auditor <cbrugman@codington.org>; Corson Auditor <corsonauditor@sdplains.com>; Custer Auditor <dmlaughlin@custercountysd.com>; Davison Auditor <auditor@davisoncounty.org>

Cc: Aaron Eberle (auditor.assistant@frcounty.org) <auditor.assistant@frcounty.org>; Bruce Outka <boutka@lawrence.sd.us>; Carol Muller <cmuller@minnehahacounty.org>; Craig Dewey <cdewey@minnehahacounty.org>; Davison County - Tonya Meany <hr@davisoncounty.org>; Erica Coughlin <Erica.Coughlin@browncounty.sd.gov>; Gary Vetter <gary@co.yankton.sd.us>; Holli Hennies <hollih@co.pennington.sd.us>; Jerry Derr <jderr@meadecounty.org>; Kevin.Hipple <Kevin.Hipple@co.hughes.sd.us>; Shelli Gust - Lake County (shelligust@lake.sd.gov) <shelligust@lake.sd.gov>; Tawny Heinemann <tawnyh@moodycounty.net>

📎 1 attachments (121 KB)

County invoice.pdf;

Greetings,

As was announced during the 2021 Annual County Convention, the SD Assoc of County Commissioners has engaged with Eide Bailly to provide consulting services regarding the use of the American Rescue Plan Act (ARPA) funds. We believe that the cost of this service is covered under allowable ARPA regulations.

Full Interim Final Rule: <https://home.treasury.gov/system/files/136/FRF-Interim-Final-Rule.pdf>

Page 141: (7) Nonprofits. Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency;

In an effort to keep costs down – we are asking those participating counties to submit your questions to your Planning District. Planning Districts will be the gathering point to categorize and collate APRA questions to submit to Eide Bailly, who will then provide responses back to the Planning Districts in a timely manner. District will then disseminate answers back to the participating county.

Eide Bailly's function is advisory in nature to provide guidance when spending ARPA dollars.

An invoice is attached for counties planning to join this program. Once county participation is confirmed – questions may be submitted to your Planning District.

Please direct any questions regarding the attached invoice to this office.

Kristie Jacobsen

Executive Director
211 E Prospect Avenue
Pierre, SD 57501
Office: (605) 224-4554

Our vision is to attract and retain customers by offering high-value and sustainable products and solutions to meet evolving government business needs providing accurate information to decision makers, businesses, and property owners.



INTRODUCTIONS

Transcendent Technologies is a Wisconsin based owner-operated company specializing in government software and technology solutions. We currently provide comprehensive integrated land records, tax management, and general receipting systems for 27 counties and 500+ municipal customers in Wisconsin. Our team is experienced in offering solutions for government.

At Transcendent Technologies, we are committed to building solutions with you that work for you! We strive to develop long-term and meaningful relationships with our customers that result in continuous enhancements to help meet your evolving needs.

Our team of dedicated individuals includes business domain experts, software engineers, and customer support professionals.

SOFTWARE SOLUTION

Building Software for South Dakota. Transcendent Technologies, with cooperation from Patti Guthrie of Software Services Inc, would like to work with you to build a comprehensive tax billing and receipting software solution designed uniquely for South Dakota counties!

Our software will include a solution for County Treasurer and Auditors Offices. We will provide integration with Director of Equalization CAMA and property data as well as build tools for managing tax billing data and collection, delinquent tax tracking, levy management, growth and CPI, TIF and special districts, special assessments, abatements, auditor's tax account, treasurer's trust, county liens, omitted tax, motor vehicle and misc. receipting, integration with financial systems and GIS, all state required forms and exports.

PROPOSAL

We are proposing a long-term relationship. Transcendent Technologies will build and host a web-based software and data solution specific to South Dakota at no cost to you! Once development is complete, we will provide our data migration services and training also at no cost to you. You would agree to a 10-year annual maintenance and support contract* with Transcendent Technologies. You would also agree to pay Software Services Inc, for the professional services they provide to Transcendent Technologies and data migration they provide to you. Your annual maintenance with Transcendent Technologies and payment to Software Services Inc, do not apply until go-live.

Oglala Lakota County: \$3,400

*Annual maintenance fees are based on county size. Annual increases are typically 3-4% each per industry standards



SOFTWARE LICENSE AGREEMENT

This Software License Agreement, herein “Agreement”, is made and entered into as of the following effective date (“Effective Date”) by Transcendent Technologies, LLC, herein “Transcendent”, and the undersigned Licensee, herein “Licensee”. Transcendent and Licensee may be referred to herein individually as “party” or collectively as “parties”.

The Effective Date of this Agreement is the _____ day of _____, _____. The exhibits listed below are attached and made part of this agreement:

Exhibit “A” – Grant of License
Exhibit “B” – Maintenance Terms and Conditions
Exhibit “C” – License/Service Fees & Payment Terms

BACKGROUND INFORMATION

WHEREAS, Transcendent has developed and owns all intellectual property rights to certain software known as Ascent Land Records software, including various copyrighted, copyrightable, and trade secret information related in any way thereto, here collectively referred to as “Software”; and

WHEREAS, the Software may include one or more programs for performing distinct functions, each separate such program being referred to as a “Software Module”; and

WHEREAS, Licensee desires a License from Transcendent to use the Software in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **Title.** Title and full ownership rights to the Software, copyrights, patents, trade secrets, and all other intellectual property rights connected therewith remain at all times under the sole and exclusive ownership of Transcendent, and no such rights are transferred to the Licensee excepting only the licensed rights and privileges set forth below.
2. **Grant of License.** Subject to the terms and conditions of this Agreement, and upon execution hereof by both Transcendent and Licensee, and further upon payment of the fees set forth below, Transcendent grants to Licensee a non-exclusive/non-transferable License to use the Software in a hosted environment managed by Transcendent, for the permitted uses set forth herein. The Software Modules, which are licensed for use, are identified on **Exhibit A**. The grant of license shall remain in effect as long as licensee continues to pay for maintenance and support annually as specified in **Exhibit B**.
3. **Permitted Uses.** Licensee’s permitted uses for the License granted by Transcendent shall be limited to use of the Software solely for purposes of entering, updating, and searching the data base of the Licensee’s records, displaying records lists, displaying copies of records in the Licensee’s data base, and printing of

lists and/or records from the Licensee's data base, and any other use expressly authorized by Transcendent in writing. The Software shall not be used for any other purposes not expressly authorized herein.

4. **Restrictions on License.** The Licensee shall not engage in, cause or permit others to engage in, the reverse engineering, disassembly, decompilation, or similar manipulation of the Software to obtain the source code thereto, nor the modification, alteration, translation, or other change of the Software. Licensee shall not make copies, nor allow copies to be made, nor distribute copies of any of the Software to any other person or entity. Licensee agrees not to sell, assign, transfer, convey or publish any instruction materials, user manuals or related written documentation provided by Transcendent without first obtaining the express written consent of Transcendent.

5. **Installation.** As part of the License Fee described below, Transcendent will install the Software in the hosted environment managed by Transcendent for use by Licensee.

6. **Maintenance.** As a condition for the grant of License set forth herein, Transcendent shall provide maintenance in accordance with those "Maintenance Terms and Conditions" set forth on **Exhibit B** attached hereto.

7. **Training.** At time of installation Transcendent will demonstrate the use of the Software to the Licensee's personnel.

8. **Customized Programming Services.** Transcendent will provide or cause to be provided to the Licensee Customized Programming Services (CPS) beyond the initial installation and demonstration as requested by Licensee on an additional fee basis. Additional fees for CPS shall be based upon time actually spent plus out-of-pocket expenses incurred by Transcendent. Transcendent's fees are based upon established billing rates commensurate with the level and experience of Transcendent's personnel assigned to provide support. Invoices for CPS will be submitted monthly by Transcendent to the Licensee. Transcendent's billing rates range from \$100 per hour to \$200 per hour, depending upon experience level of the personnel involved. Billing rates for CPS are reviewed each January 1st, and are subject to change without notification.

9. **License Fees and Payments.**

A. **License Fees.** The fees for the License(s), installation, and demonstration services to be provided for each Software Module herein are set forth on **Exhibit C**. All such License Fees are non-refundable.

B. **Payments.** Licensee will be invoiced by Transcendent for the License(s) Fee based on payment terms defined in **Exhibit C**. License Fees or payments are due and payable within 30 days of invoice. Any invoice amount not paid when due shall bear a late fee at the rate of 18% per annum, or the maximum rate permitted by law, whichever is less.

C. **Maintenance Fees.** Maintenance Fees will be billed on an annual basis separately from License Fees in accordance with the fee schedule for Maintenance Fees attached as **Exhibit B**.

10. **Limited Warranty.** Transcendent warrants that the Software as delivered and installed by Transcendent to the Licensee shall perform as designed in accordance with the Software specifications. Transcendent's sole and exclusive responsibility pursuant to this warranty shall be to correct program errors or replace the Software so that the Software will perform as designed. This warranty and remedies herein are further limited as set forth in paragraph 11 below.

11. **Disclaimer of Other Warranties/Limitations.**

A. **Disclaimer of Warranties.** Licensor warrants that the Software has been developed in a workmanlike manner, and in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within the first year after all functions have been used in a production environment. Licensee's

exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time. This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals, or statements made on or prior to the Effective Date of this agreement. Licensor expressly disclaims all other warranties.

B. **Modifications.** Licensee acknowledges that Transcendent shall have no obligation to ensure that the Software operates in conjunction with Licensee's other software systems, or hardware, except as otherwise expressly agreed in writing by Transcendent. Licensee shall be responsible for all costs it incurs in connection with any modifications it elects to make to its own software, systems, or hardware.

C. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement: (a) Transcendent's aggregate liability in connection with this Agreement, the Software, the documentation, and the rendering of installation, maintenance training, CPS, or other support services, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise), shall not exceed the aggregate fees paid by Licensee to Transcendent under this Agreement; (b) Transcendent shall not be liable for any indirect, punitive, exemplary, economic consequential or incidental damages of any kind (including without limitation lost profits), even if Transcendent has been advised of the possibility of such damages; and (c) Transcendent shall not be liable for any claims of third parties relating to the Software, the documentation, the maintenance or other support services.

12. **Term of Agreement.** The term ("Initial Term") of this Agreement shall continue for ten (10) years unless otherwise terminated in accordance with paragraph 13 below.

13. **Termination.** This Agreement may be terminated by Licensee or Transcendent at any time upon 30 days written notice by either party to the other. If Licensee terminates the Agreement prior to the expiration of the Initial Term, all remaining unpaid Annual Maintenance Fees listed in Exhibit B pursuant to the Initial Term will be due to within 30 days to Transcendent. If Transcendent terminates the Agreement prior to expiration of the Initial Term or if Transcendent or Licensee terminates the Agreement prior to the expiration of a Renewal Term, a pro-rated portion of the Maintenance fee will be refunded based upon the number of months or partial months elapsed under the term of the Agreement and the number of full months remaining, based upon a 12 month year. Transcendent has relied upon Sections 12 and 13 of the Agreement as it is offering a License Fee of \$0.00 to Licensee, and Licensee expressly acknowledges that these provisions are essential to the Agreement. Duties and responsibilities of Licensee in Section 16, Non-Disclosure of Information, will survive the termination of this agreement for any reason.

14. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create any form of partnership joint venture or employee and employer relationship between the parties hereto.

15. **Waivers.** No waiver of any party's rights to this Agreement shall be deemed to have occurred unless in writing signed by the party against whom the waiver is asserted. The failure of either party to insist upon strict performance of any provision to this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of the right of future performance on the part of either party hereto.

16. **Non-Disclosure of Information.** Licensee agrees that it will not disclose any of the following information without the express authorization of Transcendent:

A. Source codes, trade secrets, or other proprietary information disclosed by Transcendent to the Licensee for operational purposes, which has not generally been made known to the public by Transcendent.

B. Documentation, drawings, instructional materials, manuals, and other written communications and documentations provided to Licensee by Transcendent pertaining to the Software.

16.1 Confidential Information shall not include information that:

A. Is or becomes generally available to the public other than through your breach of this Agreement; or

B. Is communicated to you by a third party that had no confidentiality obligations with respect to such information.

16.2 Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Licensee agrees to provide written notice of any such order to an authorized officer of Transcendent within 14 business days of receiving such order, but in any event sufficiently in advance of making any disclosure to permit Transcendent to contest the order or seek confidentiality protections, as determined in Transcendent's sole discretion.

16.3 Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement:

(A) Licensee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

(i) is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(B) If Licensee files a lawsuit for retaliation by Transcendent for reporting a suspected violation of law, Licensee may disclose Transcendent's trade secrets to Licensee's attorney and use the trade secret information in the court proceeding if Licensee:

(i) files any document containing the trade secret under seal; and

(ii) does not disclose the trade secret, except pursuant to court order.

17. **Equitable Remedies.** The parties acknowledge that breach by Licensee of any of the restrictions of the License herein will result in irreparable harm to Transcendent and accordingly may be enforced by equitable remedies, including, without limitation, injunctive relief and/or specific performance in addition to, or as an alternative to, remedies available to Transcendent at law.

18. **Return of Property.** Upon termination of this Agreement by either party for any reason all Software, manuals, materials, and documentation related thereto, including any authorized and unauthorized copies thereof shall be immediately returned to Transcendent by the Licensee.

19. **Force Majure.** Transcendent shall have no liability for damages due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities of the public enemy, epidemics, pandemics, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond Transcendent's control whether or not similar to the foregoing.

20. **Assignments.** This Agreement shall not be assigned by the Licensee to any other party without the express written authorization of Transcendent, which shall not be unreasonably withheld. Transcendent will not assign the responsibilities under this Agreement to any other entity without the express written authorization of the Licensee, which shall not be unreasonably withheld.

21. **Construction of Agreement.** The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

22. **Notices.** Any notice or communication permitted or required hereunder shall be in writing and given to the party at the address shown in this Agreement unless another address is submitted to the other party in writing. All notices given in person, by courier, or by fax shall be effective upon receipt and if any notice is given by mail it shall be deemed effective three business days following the date deposited in the mail.

23. **Modifications and Amendments.** This Agreement may be modified only in writing specifying the terms and conditions of the modifications signed by both parties.

24. **Complete Agreement.** This Agreement and all attached Exhibits constitutes the complete agreement between the parties and there have been no other oral representations, warranties, or agreements upon which either party has relied. The only other agreements between the parties that shall be binding shall be in writing and signed by both parties.

25. **Governing Law.** This Agreement shall be governed by and subject to the laws of the State of Wisconsin.

26. **Persons Bound.** This agreement is binding on the parties hereto and their respective heirs, successors, and assigns.

TRANSCENDENT TECHNOLOGIES, LLC.

BY: _____
Steve Moore, Business Development Manager

LICENSEE: **OGLALA LAKOTA COUNTY**

BY: _____ (Signature)
Authorized Representative/Title

Address: _____

Telephone Number: _____

EXHIBIT A

GRANT OF LICENSE

Software Modules licensed use by Licensee:

Ascent Property Tax & Receipting Software

Auditor Functions

- Levy & Mill Rate Computation
 - DOR reporting
 - Opt Out Management
- Assessment Management
 - Import/Update from Vanguard CAMA
 - Entry of centrally assessed values
- Tax Bill Generation
- Compute/Verify
 - Generate PDF and/or File
- Revenue Apportionment / Settlement
 - Reporting
- Special Assessment Management
- Tax Account Management
- Tax Adjustments/Abatements

Treasurer Functions

- Tax Receipting
- Mobile Home Advanced Tax
- Treasurer Trust
 - Advanced payments / Payment plans
- Miscellaneous/General Receipting
- Tax Certificate Processing
- Monthly Reconciliation Reporting
- Reporting / Exports
- Public tax record search

EXHIBIT B

MAINTENANCE TERMS AND CONDITIONS

1. **Term.** As stated in Section 12 of the Agreement, the Initial Term of this Agreement shall be ten (10) years from the Effective Date of this Agreement dated above, and subject to the termination and renewal provisions set forth below.

2. **Renewals.** This Agreement shall automatically be renewed for successive one-year Renewal Terms ("Renewal Term") unless terminated by either party pursuant to the termination provisions set forth below. This Agreement automatically will cease and terminate upon failure of the Licensee to pay the Annual Maintenance Fee.

3. **Maintenance Service.** Transcendent will provide Maintenance Service to the Licensee during the term of this Agreement. For purposes of this Agreement the term "Maintenance Service" consists of the following items and will be provided as set forth in this section:

A. **Enhancements.** Providing enhancements for the Software which shall mean any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application.

B. **Program Error Correction.** Transcendent will provide program error correction service, which shall mean a modification or addition that, when added to the Software, causes the licensed Software to function substantially as designed, and in accordance with its published specifications, or otherwise eliminates material adverse effects of the Software to function substantially in accordance with its design and specifications. The error correction procedures shall apply to verifiable and reproducible Program Errors. Error correction service will be provided upon error reporting by the Licensee to Transcendent.

C. **Support.** Support will consist of response by Transcendent personnel to Licensee's questions with regard to use of the Software within a reasonable time after request for such support. Support service responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer will be provided as soon as practical.

D. **Provision of Services.** Maintenance services set forth herein will be provided Monday through Friday. Maintenance services will be provided by telephone or other appropriate electronic means. Transcendent's Maintenance personnel will respond to Licensee's questions with regard to the use of the Software within a reasonable time after request for such Maintenance. Maintenance services responses will include reasonably acceptable answers or suggested approaches to solving problems, if known, or if not then known, an answer as soon as practical.

4. **Annual Maintenance Fee.** The Annual Maintenance Fee for each year of the Initial Term and for each Renewal Term of this Agreement shall be shown on page 2 of **Exhibit B**. The Annual Maintenance Fee shall be paid within 30 days of billing. Billing for this Agreement will be submitted by Transcendent to the Licensee within the first 10 days of production use of the software. Each calendar year thereafter the Licensee will be billed on a calendar basis beginning in January.

5. **Program Error Reporting.** In the event Licensee experiences a program error and desires Maintenance Service from Transcendent, Licensee shall promptly describe the program error in writing and submit the report of this error to the online Support Ticket program together with the Licensee's request for Maintenance Service. The Licensee shall include the name and telephone number of the person or persons who have either

experienced or can reproduce and demonstrate the program error. A support telephone number will also be provided.

6. **Limited Maintenance Warranty.** Maintenance Services to be provided pursuant to this Agreement will be provided free from defects in materials and workmanship. No other warranty of any nature whatsoever is granted by Transcendent pursuant to this Agreement, either expressed or implied, including without limitation, there is no implied warranty of merchantability, fitness for particular purpose, or non-infringement of third party rights. Under no circumstances will Transcendent be liable for an amount pertaining to Maintenance Services greater than the amount paid by the Licensee to Transcendent for such Maintenance Services.

7. **Limitation of Liabilities/Remedies.** In the event of any alleged breach, misrepresentation, or failure to comply with this Agreement by or on behalf of Transcendent, the sole and exclusive remedy of the Licensee shall be refund of the Annual Maintenance Fee pursuant to this Agreement. Transcendent is not liable for any incidental or consequential damages, if any, incurred by the Licensee.

ANNUAL MAINTENANCE FEES

<u>SOFTWARE MODULE LICENSED</u>	<u>FIRST PARTIAL YEAR FEE</u>	<u>FULL ANNUAL FEE*</u>
1. Ascent Property Tax & Receipting	\$ TBD	\$ 3,400
2. _____	\$ _____	\$ _____
3. _____	\$ _____	\$ _____
4. _____	\$ _____	\$ _____
5. _____	\$ _____	\$ _____

*These fees are subject to change based on increased functionality of products in the future and general price increases in the list price of the software.

Any pro-rated maintenance for products installed in 2022/2023 will be invoiced immediately following the use of the software in a production environment.

A separate maintenance fee is applicable for each software module licensed in accordance with paragraph 4 of this Exhibit B entitled "MAINTENANCE TERMS AND CONDITIONS". The above license fee shall be filled in by the software provider for approval by the Licensee and Transcendent as part of this Agreement.

EXHIBIT C

LICENSE/SERVICE FEES & PAYMENT TERMS

License Fees: Licensee will be invoiced pursuant to the License fees listed below for the Software in this Agreement:

	<u>Software Module</u>	<u>Amount of One Time License Fee</u>
1.	<u>Ascent Property Tax & Receipting</u>	\$ <u>\$000.00</u>
2.	<u>_____</u>	\$ <u>_____</u>
3.	<u>_____</u>	\$ <u>_____</u>
4.	<u>_____</u>	\$ <u>_____</u>
5.	<u>_____</u>	\$ <u>_____</u>

Payment Terms: None



September 24, 2021

Arthur Hopkins, Commissioner
Oglala Lakota County
906 N River St
Hot Springs, SD 57747-1346

Dear Arthur:

Is Oglala Lakota County getting its fair share of federal support? I ask because unprecedented federal funding is flowing from Washington, DC.

The \$1.9 trillion American Rescue Plan Act, \$1.2 trillion Bipartisan Infrastructure Bill, and \$6 trillion annual federal budget feature billions of dollars in new funding for local governments. These funds are being distributed through grant programs and Congressionally Directed Spending.

Specifically, the Congress and the Administration are investing billions to support economic development, surface transportation, water/wastewater infrastructure, public safety, substance abuse prevention and treatment, telehealth and distance learning, community arts projects, community food projects, airport improvements, brownfields remediation, and more.

If Oglala Lakota County needs funding for these purposes, then turn over this letter and use our ***Checklist for Federal Funding of Common County Projects*** to perform a self-inventory of your priorities.

Then **let's schedule a free consultation** to discuss specific federal funding strategies to address your priority needs. Merchant McIntyre professionals are experts at winning significant federal funding and delivering a good-to-great-to-fantastic ROI to local governments just like Oglala Lakota County.

There is no fee, no obligation for our consultation. Call me at (240) 630-1846 or send an email to mark.m@merchantmcintyre.com and we will schedule a call.

Since 1994, Merchant McIntyre professionals have established an extraordinary track record of winning funding that provides budget relief and improves quality of life. For example, MM recently helped secure \$12 million for roadway expansion, \$7.2 million to upgrade a bridge, \$6.1 million to extend a water line, \$1.8 million to upgrade public safety radio equipment and \$1.4 million for roadway construction.

We are regularly submitting multimillion-dollar applications for economic development, surface transportation, water/wastewater infrastructure, public safety, workforce development projects and more. Let us demonstrate how Merchant McIntyre can help Oglala Lakota County win significant federal dollars!

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark D. McIntyre', written over a horizontal line.

Mark D. McIntyre
Principal and Co-Founder

P.S. Do you want to win more federal support? I urge you to take advantage of our free consultation.

P.P.S. You'll find Merchant McIntyre's *Checklist for Federal Funding of Common County Projects* on the back of this letter.

Checklist for Federal Funding of Common County Projects

Project/Need _____	Estimated Cost
Infrastructure	
<input type="checkbox"/> Roadway/highway improvements _____	_____
<input type="checkbox"/> Industrial and/or business parks _____	_____
<input type="checkbox"/> Rail, airport infrastructure _____	_____
<input type="checkbox"/> Sewer projects and wastewater treatment facilities _____	_____
<input type="checkbox"/> Stormwater and drinking water improvements _____	_____
<input type="checkbox"/> Other: _____	_____
Community Development	
<input type="checkbox"/> Economic development _____	_____
<input type="checkbox"/> Workforce development and education _____	_____
<input type="checkbox"/> Downtown renovation/revitalization (infrastructure, community beautification) _____	_____
<input type="checkbox"/> Brownfields remediation and cleanup _____	_____
Public Safety	
<input type="checkbox"/> Law enforcement staffing technology upgrades _____	_____
<input type="checkbox"/> Crime prevention and public safety programs _____	_____
<input type="checkbox"/> Criminal rehabilitation initiatives/ex-offender programs _____	_____
<input type="checkbox"/> Domestic violence prevention programs _____	_____
<input type="checkbox"/> Firefighting/equipment/personnel/training _____	_____
<input type="checkbox"/> Other: _____	_____
Community Health and Wellness	
<input type="checkbox"/> Behavioral health (substance abuse and mental health) _____	_____
<input type="checkbox"/> Public health needs including wrap-around services _____	_____
<input type="checkbox"/> Food insecurity and food system improvements _____	_____
<input type="checkbox"/> Other: _____	_____
Total All Projects _____	_____

If Oglala Lakota County needs this type of funding, let's schedule a **free consultation** so Merchant McIntyre can provide specific federal funding strategies.

Again – there is no fee, no obligation for our consultation. Call me at (240) 630-1846, or send an email to mark.m@merchantmcintyre.com and we will schedule a call.