



TELEPHONE ANSWERING SERVICE AND DISPATCH AGREEMENT

This AGREEMENT is between Golden West Technologies (hereinafter referred to as "The Contact Service Center") located at 2727 North Plaza Drive, Rapid City, SD 57702, and

City of Rapid City
(Hereinafter referred to as "the Client")
Address: Human Resources Office
300 Sixth Street
Rapid City, SD 57701

In the event that there is a change in the name or address of the Contact Service Center or the Client, the other party will be notified in writing as soon as possible of such change.

Services: The Contact Service Center will provide Telephone Answering and Dispatch Services ("TAD SERVICES") to the Client, which consist of the receiving and answering of telephone calls to the Client, when properly transferred or forwarded to the Contact Service Center, and responding to or forwarding to these telephone calls in accordance with information and instructions supplied by the Client. The Contact Service Center shall be entitled to rely on the information supplied by the Client, including, but not limited to, telephone numbers, names, hours or other items to be utilized in the performance of TAD Services.

Period of TAD Services: The TAD Services to be performed under this Agreement shall commence on _____, provided that the Contact Service Center has received on or before that date a signed copy of this Agreement. The Contact Service Center shall have no liability or responsibility for commencing or continuing service unless the signed copy of the Agreement has first been received by it.

This Agreement shall continue in force unless and until either the Contact Service Center or the Client provides written notice to the other of termination of this Agreement no less than thirty (30) days prior to the effective date of termination of all TAD Services.

Fees and Charges:

There shall be an initial Setup Charge of \$50.00, Payable by the Client upon signing this Agreement.

Thereafter, the Client shall pay a base rate of \$50.00 per month. The Client will pay \$1.50 for each minute of operator time per month, rounded to the second. There will be an additional charge of \$.50 cents per patch.

There will be an additional charge of \$.06 cents per minute for 800 service if desired. If you do not want 800 toll free service, please initial the statement below:

_____ I decline 800 service for TAD.

There will be an additional monthly charge of \$5.00 for service rendered on each federally recognized holiday during that month.

Invoices will be sent electronically, please enter a billing e-mail address:

Billing e-mail address: _____

If you wish to receive a paper invoice there is an additional charge of \$3.00 per month. Please initial the statement below if you desire a paper invoice.

_____ I wish to receive a monthly paper invoice.

The rates set out above are subject to change by the Contact Service Center, upon forty-five (45) days prior written notice to the Client.

Modification of Agreement: The Contact Service Center has the right to modify the terms and conditions of this Agreement. The Contact Service Center will send you any changes in the terms and conditions forty-five (45) days prior to the effective date of the changes.

Terms of Payment: Charges to be billed monthly and payment will be due 45 days from the date of invoice.

If the Client disputes any portion of the statement, the Client must bring the dispute to the attention of the Client in writing within 45 days of the date of the statement. The failure of the Client to send a written notice of dispute within this time period shall be deemed a waiver by the Client of the right to dispute any portion of the statement. If the dispute relates to a portion of the statement, the

Client shall be required to make payment of the undisputed balance within the period set forth above.

If the Client fails to make payment of the statement within the time period set forth above, the Contact Service Center shall have the right, at its sole discretion, to suspend or terminate all TAD Services, upon twenty-four (24) hour prior written notice to the Client. TAD Services which are suspended or terminated for nonpayment shall be subject to reconnection charge of \$25.00. The Client shall be responsible for payment of all TAD Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances, but the client shall remain responsible for payment of all amounts, plus late charges on such amounts.

Recording of Calls: The Contact Service Center offers a state of the art digital recording system to make a record of all incoming and outgoing calls. All callers will receive a recorded greeting; "Thank you for calling (your business name), your call may be recorded for quality assurance purposes." Calls will be retained for two years from the date of the call. Recordings of individual calls can be emailed to customers on request; larger quantities of recordings can be mailed on CD-ROM or DVD for a small shipping and handling fee. The Contact Service Center will advise the Client before preparing and providing same to the Client.

Illegal Use: The Client represents and warrants that the TAD Services will not be used for any illegal purpose. If the Contact Service Center becomes aware that the TAD Services are being used for any illegal purpose, the Contact Service Center shall have the right to suspend or terminate all TAD Services. IMMEDIATELY, without any prior written or oral notice to the Client. The Client shall be responsible for payment of all TAD Services up to the time of suspension or termination and the Contact Service Center shall have the right to apply the deposit to any unpaid balances.

Confidentiality: The Contact Service Center shall treat all messages as confidential and shall not intentionally disclose any messages to any unauthorized person or organization. However, the Contact Service Center shall not be responsible for any inadvertent disclosure and shall have the right to cooperate with all law enforcement agencies or organizations and may disclose to them whatever information is requested pursuant to the performance of their official duties, without prior notice to the Client of such requests.

Indemnification: The Client agrees to defend, indemnify and hold The Contact Service Center, including its employees and agents, harmless against any and all liabilities, losses, or damages based upon, or arising out of, the acts, omissions, or negligence of the Client. The Contact Service Center agrees to defend, indemnify and hold the Client and its employees and agents harmless against any and all liabilities, losses, or damages based upon, or arising out of, the acts, omissions, or negligence of The Contact Service Center.

Ownership and Property Rights: All technologies, software, hardware, operating applications, procedures, scripts, telephone numbers, or other materials of any nature or type furnished, by the Contact Service Center to the Client, shall be considered the sole and exclusive property of the Contact Service Center and shall be retained by the Contact Service Center upon the termination of this Agreement.

Reports and Statistical Information: The Contact Service Center may be requested by the Client from time to time to furnish reports or statistical information to the Client regarding aspects of the TAD Services being performed. The cost to prepare and furnish such reports and statistical information is not included within the amount specified above as charges for the TAD Services. Therefore, the Contact Service Center will advise the Client before preparing and providing same to the Client. The Contact Service Center does not make any guarantees, warranties, or representations as to the accuracy of the reports and statistical information so provided.

Assignment: This Agreement is binding on the parties hereto and their respective successors and assigns. Neither the Client nor the Contact Service Center shall assign its rights, duties, or obligations under this Agreement without the written consent of the other party.

Notices: Any notices required to be given by the terms of this Agreement shall be sent by E-mail to the Client's electronic billing address. All notices to Golden West Technologies shall be directed by E-mail address for notifications: contact@goldenwesttechnologies.com.

Severability: No term or provision of this Agreement that is determined by a court of Competent Jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement. Any term found to be invalid or unenforceable shall be deemed as severable from the remainder of the Agreement.

Independent Contractor: Nothing contained in this Agreement shall be construed or interpreted by the parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture, or any other relationship between the Contact Service Center and the Client, other than that of independent contractors contracting for own employees and for providing benefits to and withholding taxes for such employees.

Governing Law: This Agreement shall be deemed to have been executed in the State of South Dakota and shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of South Dakota. Any action commenced to enforce any provision of this contract must be brought and solely litigated in the Seventh Judicial Circuit Court, Pennington County, South Dakota.

Entire Agreement: This Agreement represents the entire agreement of the parties to This Agreement and supersedes all negotiations, representations, prior discussions or preliminary agreements between the parties. No statements, warranties, or representations of any kind that are not contained in this Agreement shall in any way bind the parties. This Agreement can only be changed or modified by a writing signed by all of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement

the ____ day of _____, 20____.

Golden West Technologies

By: _____

Title: _____

Date: _____

[Name of Client]

By: _____

Title: _____

Date: _____