



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
REGULAR MEETING OF THE BOARD OF DIRECTORS
SDHSAA OFFICE BUILDING**

January 22, 2020

10:00 AM

Pierre, South Dakota

The Board of Directors held a regular meeting on January 22, 2020, at the SDHSAA Office Building in Pierre, South Dakota with members present as follows:

David Planteen	Craig Cassens	Mark Murphy	Dr. Brian Maher
Dan Aaker	Randy Soma	Dr. Jerry Rasmussen	

Board member Moe Ruesink was present via teleconference.

Board Member Barry Mann was excused and not present.

Staff members present included Dr. Dan Swartos, Jo Auch, Brooks Bowman, and Isaac Jahn. Dr. John Krogstrand was present via teleconference.

The meeting was called to order by Vice-Chairman David Planteen at 10:03 A.M., followed by the pledge of allegiance.

Item #1-Approval of Agenda

Motion by Randy Soma, second by Dr. Jerry Rasmussen, to approve the agenda as presented.

Motion carried 8-0.

Item #2- Public Forum

Vice-Chairman Planteen reviewed the SDHSAA Public Forum protocol. Gary Young from USA Softball South Dakota spoke to the Board regarding interest in the SDHSAA sanctioning softball. Staff will continue to work on gathering information to make a recommendation to the Board of Directors. Mr. Adam Nowowiejski, Athletic Director at Belle Fourche, spoke to the Board about the football classification proposal and concerns he has regarding fairness and competitiveness.

Item #3- Approval of the minutes from the regular meeting held November 6, 2019.

Motion by Craig Cassens, second by Mark Murphy, to approve the November 6, 2019 minutes as presented.

Motion carried 8-0.

Item #4- Approval of Finance Reports

SDHSAA Finance Director Isaac Jahn reported on the income statements and balance sheets for October, November, and December of 2019 and the cash flow report. Brad Reinke from Reinke-Gray presented information on SDHSAA investment accounts.

Motion by Randy Soma, second by Dr. Brian Maher, to approve the Finance Reports as presented.

Motion Carried 8-0.

Item #5- Consent Agenda

The consent agenda contained the following items:

1. Vouchers for October, November, and December of 2019.
 - a. October- \$161,732.81
 - b. November- \$244,444.38
 - c. December- \$191,830.48
2. Cooperative Sponsorship between Oldham-Ramona and Rutland in the sports of Boys and Girls Golf, beginning in 2019-20.
3. Penalty to Marty High School for playing of an ineligible athlete in the sport of Boys Basketball during the 2019-20 season.
4. Penalty to Watertown High School for an out-of-season violation in the sport of Boys Soccer.
5. Appoint Cory Aadland from Mitchell High School as Administrative Representative on the Journalism Advisory Committee.
6. Clarify that the Estelline/Hendricks Gymnastics Cooperative also includes the Nettiewynt Farms Academy and Waters Edge Academy.
7. Cooperative Sponsorship between Aberdeen Roncalli, Aberdeen Christian, and Warner in the sport of Girls Golf, beginning with the 2019-20 school year.

Motion by Dr. Brian Maher, second by Mark Murphy, to approve the consent agenda as presented.

Motion carried 8-0.

Item #6- Reports

The board heard reports on the following:

- State Football from Dr. Krogstrand
- State Volleyball from Jo Auch
- State Oral Interp from Brooks Bowman
- NFHS Winter Meeting from Dr. Swartos
- Volleyball Advisory from Jo Auch
- Football Advisory from Dr. Krogstrand
- Broadcast Contract Subcommittee from Dr. Swartos
- A report from the SDIAAA from Jim Dorman and Joey Struwe
- A report from the SDHSAA Foundation Board from Brad Olson and Tom Cameron
- A report on the All-Nations Football Conference from Lance Witte
- Dr. Swartos reported on the open Board of Directors positions for 2020-21

Vice-Chairman Planteen declared the board in recess at 10:50 am and out of recess at 11:00 am.

Item #7- Broadcast RFP and Bid Timeline

Motion by Dr. Brian Maher, second by Randy Soma, to approve the Broadcast Contract Bid Documents and timeline as amended. **Bid Sheet located in Appendix A of the minutes.**

Motion carried 8-0.

Board member Moe Ruesink left the meeting via teleconference at 11:05 AM

Item #8- Consider a request from St. Thomas More for a waiver to the first contest date in Boys and Girls Basketball in 2020-21

St. Thomas More Athletic Director Craig Nowotny presented the request from St. Thomas More to have their first girls and boys basketball contest one day prior to the first allowable contest date in 2020-21.

Motion by Dr. Brian Maher, second by Dr. Jerry Rasmussen, to approve St. Thomas More's requested waiver to the first allowable contest date in 2020-21 for Girls and Boys basketball.

Motion carried 7-0.

Item #9- Consider a contract with Dakota Timing for 2020-2023 Cross Country and Track and Field

Motion by Dan Aaker, second by Randy Soma, to approve the Dakota Timing contract as presented.

Motion carried 7-0. Dakota Timing contract is located in Appendix B of the minutes.

Item #10- Consider a first reading on a proposal for Constitutional Change regarding Sunday participation in out-of-state Fine Arts competitions

Dr. Swartos presented a proposal for constitutional change, at the request of Douglas High School, to allow Sunday participation in out-of-state Fine Arts Competitions. Approving the first reading would be the first step in a process to put the amendment out for a vote of the membership.

No motion was made on Item #10, so no action was taken.

Item #11- Approve Girls Basketball Championship Sites for the 2020-21 season

Motion by Randy Soma, second by Dan Aaker, to approve hosting the 2020-21 Girls Basketball Championships at the Sioux Falls Pentagon for Class AA, Watertown for Class A, and Huron for Class B.
Motion carried 7-0.

Item #12- Board Goals Update

Dr. Swartos updated the Board on progress made on the 2019-20 Board of Directors goals.

Item #13- Board Sharing

Member Mark Murphy expressed thanks to Brookings High School, Randy Soma, and SDSU for their work on the 2019 state football championships.

Member Dan Aaker also shared the same thanks for state football and expressed his thanks to Jordan Bauer, Jared Vasquez, Rapid City Public Schools, and the Rushmore Plaza Civic Center for their work on the 2019 state volleyball championships.

Member Craig Cassens commended the SDHSAA staff for their work.

Member Brian Maher also commended the staff and thanked them for always keeping the focus on student-athletes.

Board Member Jerry Rasmussen echoed the staff appreciation shared by Dr. Maher and Craig Cassens.

Board Vice-Chairman David Planteen noted that he attended the Lakota Nations Invitational in Rapid City and thanked the Lakota Nations Board for putting on an excellent event. He encouraged everyone who is able to attend the LNI in the coming years.

Item #14- Executive Session per SDCL 1-25-2.1

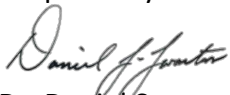
No executive session was necessary, so item #15 was skipped.

Item #15- Adjourn

Motion by Randy Soma to adjourn.

Vice-Chairman Planteen declared the meeting adjourned at 12:38 PM.

Respectfully submitted,



Dr. Daniel Swartos

SDHSAA Executive Director



**SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
804 NORTH EUCLID AVENUE, SUITE 102, P.O. BOX 1217
PIERRE, SOUTH DAKOTA 57501**

BID SPECIFICATION INSTRUCTIONS TO BIDDERS

The South Dakota High School Activities Association will receive bids for the exclusive telecast rights to the championship round games in the sports of football, basketball, volleyball and wrestling according to Board of Directors policy as follows:

1. Bidders **shall bid A, B, C, D, E, F, and G as one package** as outlined below in item #7.
2. Bid opening—SDHSAA office, 804 North Euclid Avenue, Pierre, SD, April 14, 2020.
3. Bid letting – SDHSAA office, 804 North Euclid Avenue, Pierre, SD, April 21, 2020.
4. Bids shall be for a five-year period covering events held during the 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 school years. Bids reflect a **per year** dollar amount payable to the SDHSAA. Payments shall be made semi-annually with the first payment due on or before December 15th and the second payment shall be due on or before April 15th. Should either payment be delinquent, a 1.5% finance charge on the unpaid balance will be levied monthly.
5. Individual or Consortium bids will be accepted from any commercial or public FCC Licensed South Dakota Television Station(s). Bidder shall attach to the Bid Sheet a map depicting the coverage area that will receive the telecast.
6. Broadcaster agrees to distribute the telecast to the coverage area that is regularly served by the station(s) awarded the rights. Any consortium bid must be aired in the regular coverage area as delineated in broadcaster's bid. In the event consortium bidders choose to broadcast in one coverage area only, it is necessary for said bidder to specify the coverage area (network) where the telecast will be distributed.
7. This bid letting is as follows: **(Bidders shall bid A, B, C, D, E, F and G as one package)**

A. Live Telecast - Football

- (1) Broadcaster must televise on a live basis all championship football games and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

B. Live Telecast - Girls' and Boys' Basketball

- (1) Broadcaster must televise on a live basis all championship round basketball games and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

C. Live Telecast - Volleyball

- (1) Broadcaster must televise on a live basis all championship volleyball matches and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

D. Live Telecast - Wrestling

- (1) Broadcaster must televise on a live basis all championship wrestling matches (individual and dual competition) and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

E. Live Telecast – Chorus and Orchestra

- (1) Broadcaster must televise on a live basis the All-State Chorus and Orchestra Grand Concert.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

F. Live Telecast – Track and Field

- (1) Broadcaster must televise on a live basis day two of the State Track and Field Meet.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

G. Live, Internet, Tape Delayed Broadcast, and Other Coverage of Other Events

- (1) Broadcaster will provide SDHSAA a list of other events intended for broadcast/coverage within the school year/season and a description of coverage to be provided; all additional events will air on a live basis and award ceremonies will be included in the broadcasts.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

8. **FORM OF BIDS.** Bids must be executed and submitted on the form attached hereto, enclosed in a sealed envelope clearly identified with the name of the bidder, their address and delivered to **Dr. Daniel Swartos, Executive Director, South Dakota High School Activities Association, 804 North Euclid, Suite 102, Pierre, SD 57501.** By submitting a bid, bidder understands and agrees that if their bid is accepted and they fail to enter into a contract forthwith, they shall be liable to the Association for any damages the Association may suffer thereby. Bidder must return with their bid the affidavit attached hereto.
9. **REJECTION OF PROPOSALS.** The Association reserves the right to reject any and all bids, to waive any technical or formal defect therein and to award the contract to other than the high bidder.
10. **CHANGES IN CONTRACT PROVISIONS.** The Association may, during the bidding period, advise the bidder by bulletin or addenda of addition, omissions, or alterations in the contract provisions. All such changes shall be included in the work covered by the bid and shall become a part of the conditions of the contract as if originally submitted.
11. **DATE FOR SUBMISSION AND OPENING OF BIDS.** Bids are to be in the office of the South Dakota High School Activities Association, 804 North Euclid Avenue, Suite 102, Pierre, South Dakota 57501 no later than **4:30 PM Central Time on April 9, 2020.** The bids will be opened at **10:00 AM Central Time on April 14, 2020** at the SDHSAA office.

12. **NOTIFICATION OF AWARD.** The successful bidder will be notified of the acceptance of their bid in writing and will be expected properly and promptly to execute a contract.
13. **PRODUCTION COSTS:** The Broadcaster will be solely responsible for any and all expenses and/or assessments for television and internet/broadband hook-up rights and all other charges assessed by the facility or city housing the tournaments relating to television and internet/broadband rights.
14. **PRODUCTION QUALITY:** The quality and the showing of the agreed live telecasts and internet/broadband media and coverage are a matter of prime importance. Broadcaster agrees that all telecasts shall be equal to the quality and content of the telecasts of past Association events. Broadcaster agrees to telecast all game(s)/matches per the terms of this agreement and in no case will regular network programming preempt the telecasting of the contracted game(s)/matches in Section 7. All other telecasts and internet/broadband coverage will be distributed per conditions of the annual Contest Broadcast Schedule. The foregoing in no way limits the right of the Broadcaster to carry programs which in its sole opinion or discretion are in the public interest, convenience or necessity.
15. All telecasts and internet/broadband coverage shall be as follows:
 - a) SDHSAA and Broadcaster will meet annually, no later than April 15th, to establish and/or revise the Contests Broadcast Schedule for the up-coming school year(s).
 - b) SDHSAA and Broadcaster will meet annually and consult event coordinators on the appropriate resources for internet/broadband media for live and archived content from each event.
 - c) In the event of split-class or multi-site championships, the SDHSAA will designate a “primary” location. The SDHSAA will rotate the classification of the primary location annually, barring unforeseen circumstances.
 - d) All contests specifically defined in Section 7 and designated as “primary” locations will be televised live on the main digital channel of Broadcaster.
 - e) All contests at locations other than Section 7 “primary” locations and all other contests and events may be live broadcasts on the main digital channel of the Broadcaster, secondary main digital channels of the Broadcaster.
 - f) Broadcaster will develop, host, and maintain a website as the exclusive URL for SDHSAA internet/broadband coverage of all contests.
 - g) All contests and events may be live webcast on the exclusive URL of the Broadcaster.
 - h) All contests may be taped for television broadcast, rebroadcast, or internet/broadband archive.
 - i) Additional rights and definitions are included in the SDHSAA Media Policy
16. **SDHSAA ACKNOWLEDGEMENT:** In the introduction of each telecast session, and at least once during the course of each televised game/match, and on the designated URL, the Broadcaster agrees to include the Association's name and emblem and to acknowledge to the viewing audience that said tournaments are being conducted under the auspices of the Association.

17. **MEDIA TIME OUT:** There will be one media time-out allowed per quarter of each championship football game. There will be one media time-out per quarter for each boys' and girls' basketball tournament game. In the sport of wrestling there will be a media time-out following the awards ceremony of each of the following weight classes: 106, 120, 132, 145, 160, 182, 220, & 285. In the sport of volleyball, media time-outs shall be at the first charged team time out per set. All time-outs will be no longer than 60-seconds in length.
18. **VENUE SIGNAGE:** Association agrees that Broadcaster may place one or more tasteful signs within the Arena designating the call letters of its station(s) carrying the televised or internet/broadband coverage of game(s)/matches or a reasonable derivative thereof. Broadcaster must receive prior approval from the venue where the event is being held and the Association for permission to hang or display any banner, advertising sign, chair slip-on advertisements, etc. of any telecast sponsors. **NOTE:** No signage competing with Association corporate partners (Sanford Health, Dacotah Bank, Farmer's Union Insurance, South Dakota Army National Guard, Billion Automotive) will be allowed in the venue.
19. **INTERVIEWS AND AWARDS CEREMONIES:** Media interviews will not be allowed during any award ceremony sanctioned by the Association. For all live telecasts or webcasts, SDHSAA awards ceremonies will be aired at the time the awards are presented.
20. **SPONSORSHIP RESTRICTIONS:** Broadcaster agrees to refrain from selling any underwriter announcements for tobacco, intoxicating liquor or gambling in conjunction with the telecast of said rights.
21. **LIABILITY INSURANCE REQUIREMENTS:** Broadcaster will maintain liability insurance that will protect it from bodily injury or property damage claims that might arise out of its performance of the provisions of this contract.
22. **BROADCASTER RIGHTS:** SDHSAA has granted to Broadcaster the exclusive television origination, internet/broadband video, and delayed video, reproduction and distribution rights for ALL STATE CHAMPIONSHIP EVENTS. PROVIDED HOWEVER, Broadcaster agrees that they will permit other broadcast media to show highlight video of the championships on their regularly scheduled sports show or web site after the game(s)/matches are completed, subject to the conditions described below and in the SDHSAA Media Policy. "Regularly scheduled" newscast/sports show to be defined as early morning, noontime, evening and late-night broadcasts, or other media presentation, normally aired or available fifty-two (52) weeks a year. Any other newscast/sports show, which desires to show highlight video, must receive permission from Broadcaster.

For clarification, "highlight video" is to be defined as video taped segments of the state events described in Section 7 herein and the corresponding state events. A highlight video:

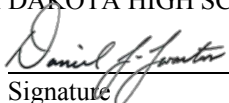
1. may be exhibited only during a stations regularly scheduled newscast/sports show or other media presentation.
2. shall not exceed 120 seconds in length for any one game/match.
3. may not be shown or distributed to viewers/users while the highlighted game is in progress.

23. **MEDIA RESALE AND ARCHIVAL RIGHTS:** Other than highlight video, Association (a) shall not authorize or permit any person or entity other than Broadcaster to televise or present through internet/broadband or originate, or to film or videotape, reproduce or otherwise make a video recording, for purposes of live or delayed commercial exhibition of all or any part of any of the game(s)/matches described in Section 7 herein, either in whole or in part; (b) shall not authorize or permit any person or entity other than Broadcaster to televise or present through internet/broadband on a live or delayed basis any or all of the 2020-21 through 2024-25 championship games/matches that are listed in Section 7; (c) shall not authorize or permit any person or entity other than Broadcaster to record, produce and present extended highlights on television or present through internet/broadband, highlights and highlight clips of any or all of the aforementioned championship games/matches, including both games/matches that are listed in Section 7. In addition, Broadcaster shall have such rights with respect to the non-commercial television and internet exhibition of the games/matches listed in Section 7. Broadcaster shall (a) consult with Association regarding broadcast or internet/broadband presentation of championship events (b) retain all revenues generated by home video sales of championship games/matches listed in Section 7. The broadcaster may sell live webcast rights to 3rd party broadcast media and retain all revenues generated by the sale of those live webcast rights. These webcast rights shall not replace the actual broadcast and would run concurrent to the main broadcast.
24. **INTERVIEW RIGHTS AND RESTRICTIONS:** For all of the games/matches listed in Section 7 and for all of the corresponding state events, Broadcaster shall have certain exclusive rights to pre-game and post-game activities, including pre- and post-game interviews with players, coaches and other team and tournament officials. An employee, agent or representative of any other television station, or of any radio station, newspaper, magazine, or news or sports reporting entity (an “Other Representative”), may conduct a pre-game or post-game interview of any player, coach or team official if, and only if, a Broadcaster representative has completed its interview of that particular player, coach or team official; the Other Representative does not conduct the interview in an area that Broadcaster is still using for other interviews; and the Other Representative does so in a manner that will not interfere with Broadcaster’s exercise of its exclusive rights under this amended Agreement. The Broadcaster shall have the exclusive opportunity to interview players, coaches and team officials during half time. Prior to conducting its interviews, Broadcaster shall inform the Association official at the venue of the location for the interview and who will be conducting the interview. The Association shall assist in directing requested interviewees to the designated interview location.
25. **ADDITIONAL BROADCAST CONTENT:** Broadcaster agrees to air only Association sponsored events, or other programming approved and mutually agreed upon by both parties, as filler, highlight stories, halftime features, etc. during any televised broadcast.
26. **AGREEMENT MODIFICATIONS:** The provisions herein contained constitute the entire understanding among the parties hereto in respect to the subject matter of this agreement and supersedes all prior agreements. No waiver, modification or addition to such provisions shall be valid unless in writing and signed by the parties hereto.

27. **EXAMINATION OF SITE:** Bidders are advised to examine all facilities housing the said championship games, so as to inform themselves thoroughly as to any difficulties involved in the telecast of said events. Failure to do so will not relieve bidders of any of the obligations they assume under the contract conditions.
28. **TIME ZONES.** Contest times east of the Missouri River are based on Central Time and contest times west of the Missouri River are based on Mountain Time. Specific contest times are listed in the bid specifications.
29. **ASSOCIATION COMMERCIAL MESSAGES.** Broadcaster agrees to air two Association commercial messages per televised session. Broadcaster further agrees to produce these messages in cooperation with the SDHSAA. Messages to include, but not limited to sportsmanship, recruitment of officials, value of activities, coaches education etc.
30. SDHSAA corporate sponsors shall have the right of first refusal for broadcast sponsorship of all televised events. All negotiations between corporate sponsors and broadcaster are the responsibility of the broadcaster.
31. **FORCE MAJEURE:** No party to this Agreement will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any weather event, fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, terrorist attack, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order (which order is not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the party's control. If necessary, due to reasons listed in this section, all television broadcast and internet/broadband rights may be reassigned by Broadcaster to another broadcaster.
32. **HOLD HARMLESS:** SDHSAA hereby expressly agrees to indemnify and hold Broadcaster harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of SDHSAA or its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement. Broadcaster hereby expressly agrees to indemnify and hold SDHSAA harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of Broadcaster or Broadcaster's employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement.

SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION

BY:


Signature

Dr. Daniel S. Swartos
Printed Name

ITS: Executive Director

F/work/DAN/TVBID/2020-25Instructions



SOUTH DAKOTA HIGH SCHOOL ACTIVITIES ASSOCIATION
804 NORTH EUCLID AVENUE, SUITE 102, P. O. Box 1217
Pierre, SD 57501

TELEVISION BID SHEET

2020-21, 2021-22, 2022-23, 2023-24 AND 2024-25

Having carefully examined the INVITATION TO BID, INSTRUCTIONS TO BIDDER, and AFFIDAVIT, and having informed ourselves fully in regard to the conditions to be met in its execution, the undersigned hereby submits the following bid for exclusive television rights as stipulated in Item #2 below. Bids from either an individual station or a consortium bid from two stations are acceptable.

1. Broadcaster shall bid A, B, C, D, E, F and G **as one package** as outlined below in #2.
2. Broadcaster bids the following dollar amount **per year** for exclusive television rights to the 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25 state events.

A. Live Telecast - Football

- (1) Broadcaster must televise on a live basis all championship football games and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

B. Live Telecast - Girls' and Boys' Basketball

- (1) Broadcaster must televise on a live basis all championship round basketball games and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

C. Live Telecast - Volleyball

- (1) Broadcaster must televise on a live basis all championship volleyball matches and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

D. Live Telecast - Wrestling

- (1) Broadcaster must televise on a live basis all championship wrestling matches (individual and dual competition) and award ceremonies.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

E. Live Telecast – Chorus and Orchestra

- (1) Broadcaster must televise on a live basis the All-State Chorus and Orchestra Grand Concert.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

F. Live Telecast – Track and Field

- (1) Broadcaster must televise on a live basis day two of the State Track and Field Meet.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

G. Live, Internet, Tape Delayed Broadcast, and Other Coverage of Other Events

- (1) Broadcaster will provide SDHSAA a list of other events intended for broadcast/coverage within the school year/season and a description of coverage to be provided; all additional events will air on a live basis and award ceremonies will be included in the broadcasts.
- (2) Venues, dates, and sessions to be scheduled three years in advances and broadcaster will be notified in advance of venues and non-traditional schedules.

TOTAL PACKAGE (A, B, C, D, E, F, and G COMBINED).....\$ _____per year

3. Bidder shall attach to this Bid Sheet a map depicting the coverage area that will receive the telecast.
4. All telecasts and internet/broadband shall be produced by the Broadcaster.
5. All telecasts and internet/broadband coverage shall be as follows:
 - a) SDHSAA and Broadcaster will meet annually, no later than April 15th, to establish and/or revise the Contests Broadcast Schedule for the up-coming school year(s).
 - b) SDHSAA and Broadcaster will meet annually and consult event coordinators on the appropriate resources for internet/broadband media for live and archived content from each event.
 - c) In the event of split-class or multi-site championships, the SDHSAA will designate a “primary” location. The SDHSAA will rotate classification of the primary location annually, barring unforeseen circumstances.
 - d) All contests specifically defined in Section 2 and designated as “primary” locations will be televised live on the main digital channel of Broadcaster.
 - e) All contests at locations other than Section 2 “primary” locations and all other contests and events may be live broadcasts on the main digital channel of the Broadcaster, secondary main digital channels of the Broadcaster.
 - f) Broadcaster will develop, host, and maintain a website as the exclusive URL for SDHSAA internet/broadband coverage of all contests.
 - g) All contests and events may be live webcast on the exclusive URL of the Broadcaster.
 - h) All contests may be taped for television broadcast, rebroadcast, or internet/broadband archive.
 - i) Additional rights and definitions are included in the SDHSAA Media Policy
6. **Payment:** The bid reflects the total dollar amount that broadcaster will pay the Association **on a per year basis** for the rights fee. Payment shall be made semi-annually with the first payment due on or before December 15th and the second payment shall be due on or before April 15th. Should either payment be delinquent, a 1.5% finance charge on the unpaid balance will be levied monthly.
7. **Production Costs:** The Broadcaster will be solely responsible for any and all expenses and/or assessments for television and internet/broadband hook-up rights and all other charges assessed by the facility or city housing the tournaments relating to television and internet/broadband rights.
8. **Production Quality:** The quality and the showing of the agreed live telecasts and internet/broadband media and coverage are a matter of prime importance. Broadcaster agrees that all telecasts shall be equal to the quality and content of the telecasts of past Association events. Broadcaster agrees to telecast all game(s)/matches per the terms of this agreement and in no case will regular network programming preempt the telecasting of the contracted game(s)/matches in Section 2. All other telecasts and internet/broadband coverage will be distributed per conditions of the annual Contest Broadcast Schedule. The foregoing in no way limits the right of the Broadcaster to carry programs which in its sole opinion or discretion are in the public interest, convenience or necessity.
9. **SDHSAA Acknowledgement:** In the introduction of each telecast session, and at least once during the course of each televised game/match, and on the designated URL, the Broadcaster agrees to include the Association's name and emblem and to acknowledge to the viewing audience that said tournaments are being conducted under the auspices of the Association.

10. **Media Time-Out:** There will be one media time-out allowed per quarter of each championship football game. There will be one media time-out per quarter for each boys' and girls' basketball tournament game. In the sport of wrestling there will be a media time-out following the awards ceremony of each of the following weight classes: 106, 120, 132, 145, 160, 182, 220, & 285. In the sport of volleyball, media time-out shall be on the first charged team time out per set. All time-outs will be no longer than 60-seconds in length.
11. **Venue Signage:** Association agrees that Broadcaster may place one or more tasteful signs within the Arena designating the call letters of its station(s) carrying the televised or internet/broadband coverage of game(s)/matches or a reasonable derivative thereof. Broadcaster must receive prior approval from the venue where the event is being held and the Association for permission to hang or display any banner, advertising sign, chair slip-on advertisements, etc. of any telecast sponsors. **NOTE:** No signage competing with Association corporate partners will be allowed in the venue.
12. **Interviews and Awards Ceremonies:** Media interviews will not be allowed during any award ceremony sanctioned by the Association. For all live telecasts or webcasts, SDHSAA awards ceremonies will be aired at the time the awards are presented.
13. **Sponsorship Restrictions:** Broadcaster agrees to refrain from selling any underwriter announcements for tobacco, intoxicating liquor or gambling in conjunction with the telecast of said rights.
14. **Liability Insurance Requirements:** Broadcaster will maintain liability insurance that will protect it from bodily injury or property damage claims that might arise out of its performance of the provisions of this contract.
15. SDHSAA has granted to Broadcaster the exclusive television origination, internet/broadband video, and delayed video, reproduction and distribution rights for ALL STATE CHAMPIONSHIP EVENTS. PROVIDED HOWEVER, Broadcaster agrees that they will permit other broadcast media to show highlight video of the championships on their regularly scheduled sports show or web site after the game(s)/matches are completed, subject to the conditions described below and in the SDHSAA Media Policy. "Regularly scheduled" newscast/sports show to be defined as early morning, noontime, evening and late-night broadcasts, or other media presentation, normally aired or available fifty-two (52) weeks a year. Any other newscast/sports show, which desires to show highlight video, must receive permission from Broadcaster.

For clarification of Section 15, "highlight video" is to be defined as video taped segments of the state events described in Section 2 herein and the corresponding state events. A highlight video:

1. may be exhibited only during a stations regularly scheduled newscast/sports show or other media presentation.
2. shall not exceed 120 seconds in length for any one game/match.
3. may not be shown or distributed to viewers/users while the highlighted game is in progress.

16. **Media Resale and Archival Rights:** Other than highlight video, Association (a) shall not authorize or permit any person or entity other than Broadcaster to televise or present through internet/broadband or originate, or to film or videotape, reproduce or otherwise make a video recording, for purposes of live or delayed commercial exhibition of all or any part of any of the game(s)/matches described in Section 2 herein, either in whole or in part; (b) shall not authorize or permit any person or entity other than Broadcaster to televise or present through internet/broadband on a live or delayed basis any or all of the 2020-21 through 2024-25 championship games/matches that are listed in Section 2; (c) shall not authorize or permit any person or entity other than Broadcaster to record, produce and present extended highlights on television or present through internet/broadband, highlights and highlight clips of any or all of the aforementioned championship games/matches, including both games/matches that are listed in Section 2. In addition, Broadcaster shall have such rights with respect to the non-commercial television and internet exhibition of the games/matches listed in Section 2. Broadcaster shall (a) consult with Association regarding broadcast or internet/broadband presentation of championship events (b) retain all revenues generated by home video sales of championship games/matches listed in Section 2. The broadcaster may sell live webcast rights to 3rd party broadcast media and retain all revenues generated by the sale of those live webcast rights. These webcast rights shall not replace the actual broadcast and would run concurrent to the main broadcast.
17. **Interview Rights and Restrictions:** For all of the games/matches listed in Section 2 and for all of the corresponding state events, Broadcaster shall have certain exclusive rights to pre-game and post-game activities, including pre- and post-game interviews with players, coaches and other team and tournament officials. An employee, agent or representative of any other television station, or of any radio station, newspaper, magazine, or news or sports reporting entity (an "Other Representative"), may conduct a pre-game or post-game interview of any player, coach or team official if, and only if, a Broadcaster representative has completed its interview of that particular player, coach or team official; the Other Representative does not conduct the interview in an area that Broadcaster is still using for other interviews; and the Other Representative does so in a manner that will not interfere with Broadcaster's exercise of its exclusive rights under this amended Agreement. The Broadcaster shall have the exclusive opportunity to interview players, coaches and team officials during half time. Prior to conducting its interviews, Broadcaster shall inform the Association official at the venue of the location for the interview and who will be conducting the interview. The Association shall assist in directing requested interviewees to the designated interview location.
18. **Additional Broadcast Content:** Broadcaster agrees to air only Association sponsored events, or other programming approved and mutually agreed upon by both parties, as filler, highlight stories, halftime features, etc. during any televised broadcast.
19. **Agreement Modifications:** The provisions herein contained constitute the entire understanding among the parties hereto in respect to the subject matter of this agreement and supersedes all prior agreements. No waiver, modification or addition to such provisions shall be valid unless in writing and signed by the parties hereto.
20. SDHSAA corporate sponsors shall have the right of first refusal for broadcast sponsorship of all televised events. All negotiations between corporate sponsors and broadcaster are the responsibility of the broadcaster.

21. **Force Majeure:** No party to this Agreement will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any weather event, fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, terrorist attack, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order (which order is not the result of any act or omission to act which would constitute a default hereunder), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the party's control. If necessary, due to reasons listed in this section, all television broadcast and internet/broadband rights may be reassigned by Broadcaster to another broadcaster.
22. **Hold Harmless:** SDHSAA hereby expressly agrees to indemnify and hold Broadcaster harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of SDHSAA or its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement. Broadcaster hereby expressly agrees to indemnify and hold SDHSAA harmless from any and all damages to persons or property or from any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of Broadcaster or Broadcaster's employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement.
23. SDHSAA reserves the right to reject any and all bids, to waive any technical or formal defect therein, and to award the contract to other than the high bidder.

Attached hereto is the affidavit in proof that the undersigned has not entered into a collusive agreement with any person or corporation in respect to the afore listed bids. Consortium bids submitted by two stations are not considered to be a violation of the "Affidavit". Deadline for return of the Bid Sheet and Affidavit is **4:30 PM Central Time on April 9, 2020.**

BIDDER

Name of Television Company

Signature-General Manager

Printed Name- General Manager

Date

CONSORTIUM BIDDER (If applicable)

Name of Television Company

Signature-General Manager

Printed Name- General Manager

Date

Send Bid Sheet and Affidavit to:

**Dr. Daniel Swartos, Executive Director
SDHSAA
804 North Euclid, Suite 102
PO Box 1217
Pierre, SD 57501**

Contract for timing services for
2020-2023 SDHSAA State Track & Field and Cross Country Meets

This Use Agreement made the 22nd day of January, 2020, between the South Dakota High School Activities Association and **Dakota Timing**, whose address is 2310 Devon Avenue, Tea, South Dakota, 57064, and whose telephone number is (605) 670-8746.

The services outlined below include comprehensive meet management with electronic timing systems as well as results. This contract outlines the concepts we will implement to oversee and manage the electronic timing of the 2020, 2021, 2022 and 2023 State Track & Field Meets as well as the 2020, 2021, 2022 and 2023 State Cross Country Meets. The automated timing services will include the following components:

For Cross Country:

- Provide automated timing with competitor information that will be tracked for individual standings and team standings for all 6 races, which includes three girls' contests and three boys' contests.
- Visible Running Time Clock at the finish line displaying unofficial time for each race.
- RFID Disposable timing tags which will adhere to the back of each competitor's bib number.
- Apply and program RFID tags to SDHSAA-provided custom competitor numbered bibs, which will be delivered to Contractor by no later than August 15 annually. After complete, contractor will return bib-tags to SDHSAA office a minimum of two weeks prior to the date of event.
- Timing system at the finish line that will record the athlete's time and place.
- Integration of Finish Lynx timing system which includes EtherLynx cameras at the finishline, a gun start sensor which is used in track and field meets to ensure a precise start of time, and the use of IdentiLynx Video Camera which produces full-frame, time-synced, and frontal video images that make verification of athlete identification easy. With integrating this system it provides two backup mechanisms in the event of bib timing tag failure and enables the ability to review finishes to break any ties by using the athlete's torso as the deciding factor (Integration of FinishLynx is required by the NCAA at all regional and national cross country meets).
- Integration of Hy-tek Meet Manager for individual results and team results which will be provided to SDHSAA, local media, South Dakota Public Broadcasting, and host school management.
- Provide enclosed trailer and generator for power source at the course finish line to house timing equipment.

For Track & Field:

- Provide Finish Lynx Timing Systems, Hy-Tek Meet Management systems in coordination with SDHSAA Staff, for all preliminary and finals events at all State Meet competition sites
- Provide operators, printers, backup systems and all other necessary equipment for both a main and backup system at all State Meet competition sites in coordination with SDHSAA Executive Staff and Host Site Management (NOTE: With advance notice, the SDHSAA will provide an assistant at each preliminary site, as necessary and coordinated between

SDHSAA Executive Staff and Dakota Timing staff)

- Provide all Hip Numbers as necessary at all three competition sites for all preliminary and finals races

These services will be provided by Dakota Timing for all State Track & Field and State Cross Country Championship sites for a fee of \$8,500 annually. For any State Cross Country Meet held greater than 150 miles from Sioux Falls, an additional payment of \$500 as well as mutually agreed-upon hotel/lodging accommodations will be provided by the SDHSAA to Dakota Timing. For any State Track & Field Meet held greater than 150 miles from Sioux Falls, an additional payment of \$1,500 as well as mutually agreed-upon hotel/lodging accommodations will be provided by the SDHSAA to Dakota Timing. These payments shall cover any/all expenses for services unless otherwise approved by the SDHSAA Board of Directors.

Erik VanLaecken
Date

Signed	Date
SDHSAA Executive Director	