

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, May 5, 2020

1. Pledge of Allegiance
2. Call for Public Comment; during the COVID-19 event public comments can be set up by calling 605-882-6297 or 605-882-6288, before or during the meeting
3. Conflict of interest items
4. Action to approve the agenda
5. Action to approve the minutes of April 28, 2020
6. Monthly reports
 - a. Extension
 - b. Veterans Service
 - c. Welfare
7. Action to award a contract for food services in the Detention Center
8. Action to approve: temporary Election clerical in Auditor's office, fill a clerical vacancy in Sheriff's office, and hire a full time Maintenance position
9. Action to set an end date for temporary clerical position in the Welfare office
10. Action to declare GEN01580, floor scrubber, surplus to be traded
11. Action to approve FY2021 WIC agreement
12. Action to approve easements for the County Road 7-5 project
13. Action to approve a fireworks discharge permit
14. Action to issue and RFP for Human Resources and Labor Negotiation Services
15. Discussion/possible action on COVID-19 practices and procedures
16. Discussion/possible action regarding Memorial Park campground operations
17. Action to approve claims for payment
18. Action to approve automatic budget supplements
19. Action to approve personnel changes
20. Action to approve travel requests

21. Public Notices – a possible quorum of Commissioners could be in attendance at:
a.

22. Old Business

23. New Business

24. Open

- a. Public Comments**
- b. Commission Comments**

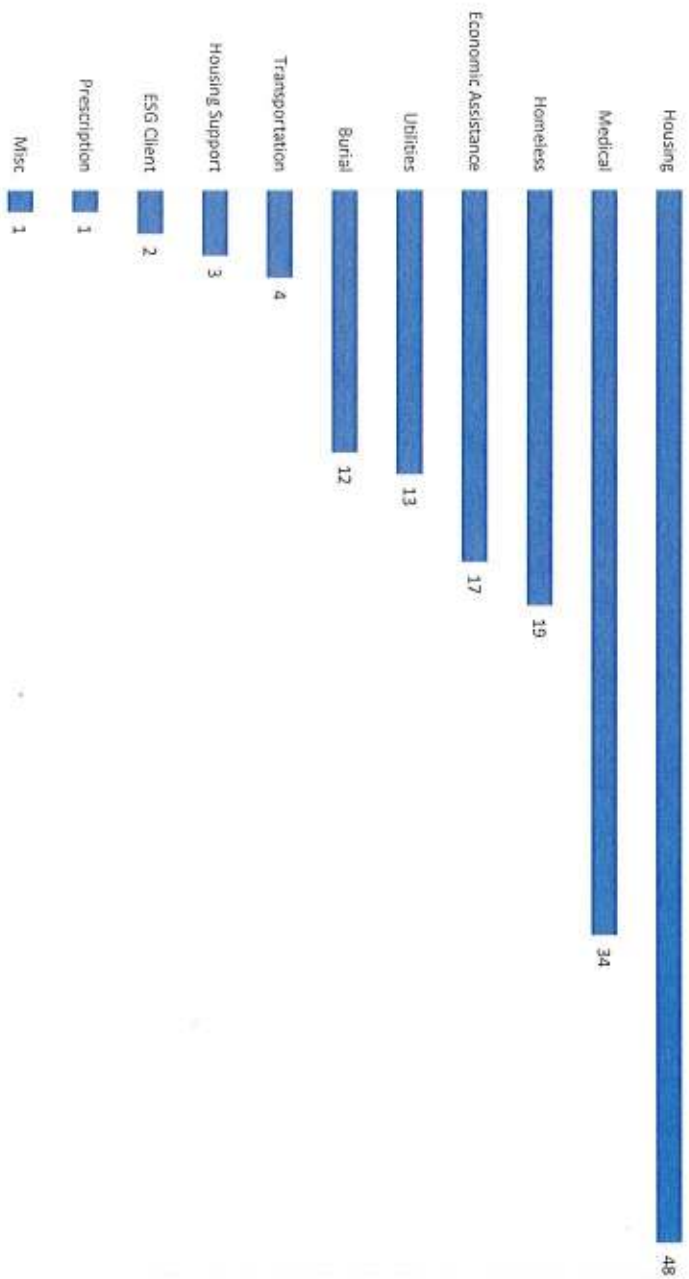
25. Action to enter into Executive session per SDCL 1-25-2

- (1) Discussion of personnel issues**
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) Preparing for contract negotiations with employees or employee's representatives**
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

26. Action to adjourn until 9:00 a.m., Tuesday, May 12th, 2020; at the Codington County Courthouse

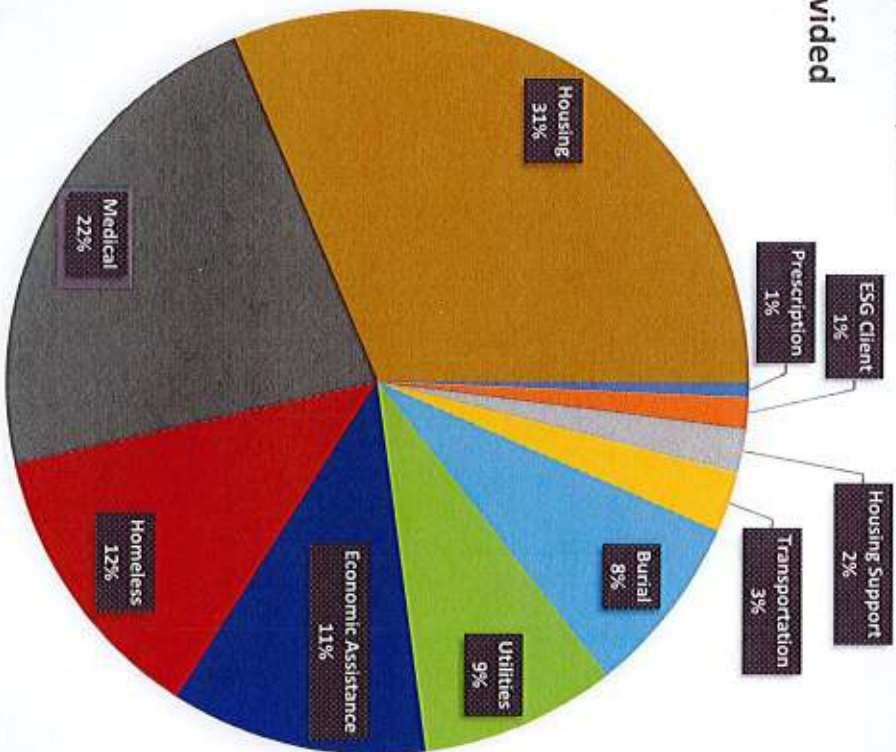
Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

November 2019 thru February 2020
154 Services Provided to 153 people



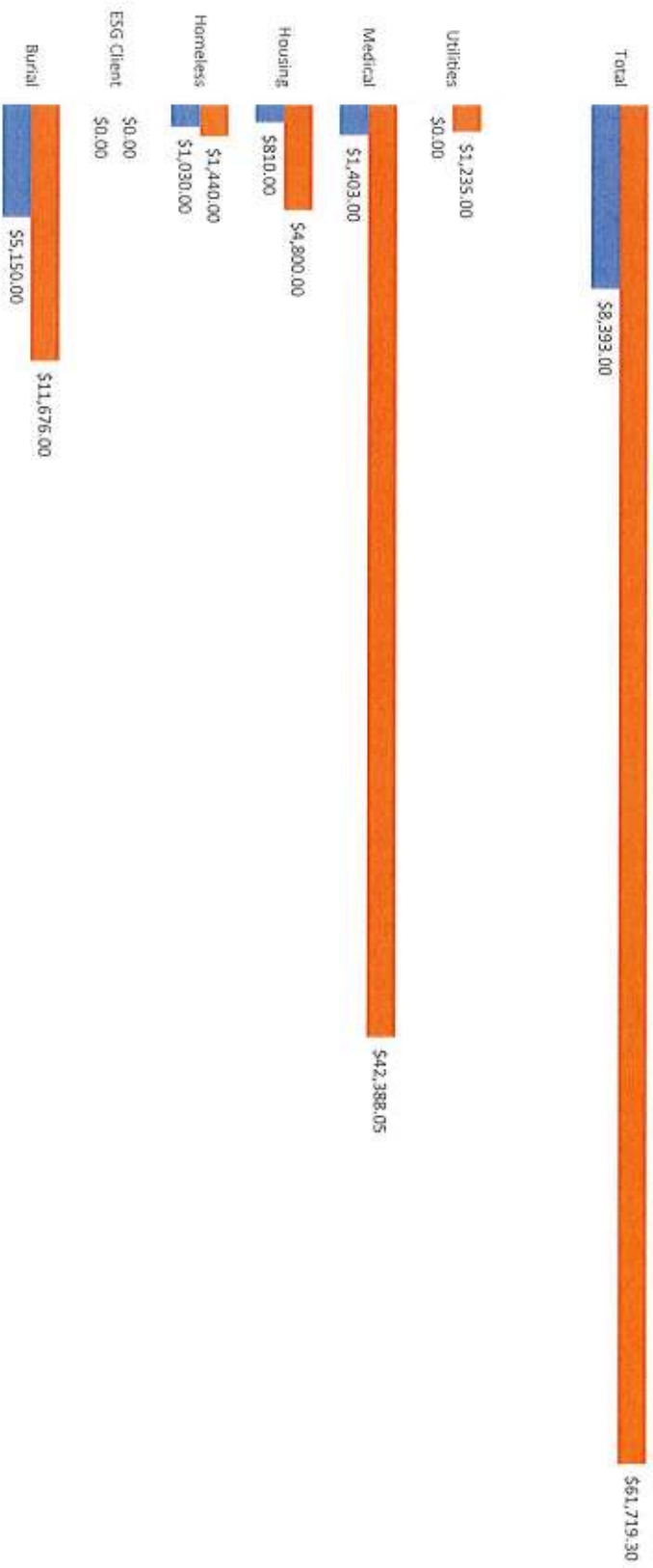
November 2019 thru February 2020

Services Provided

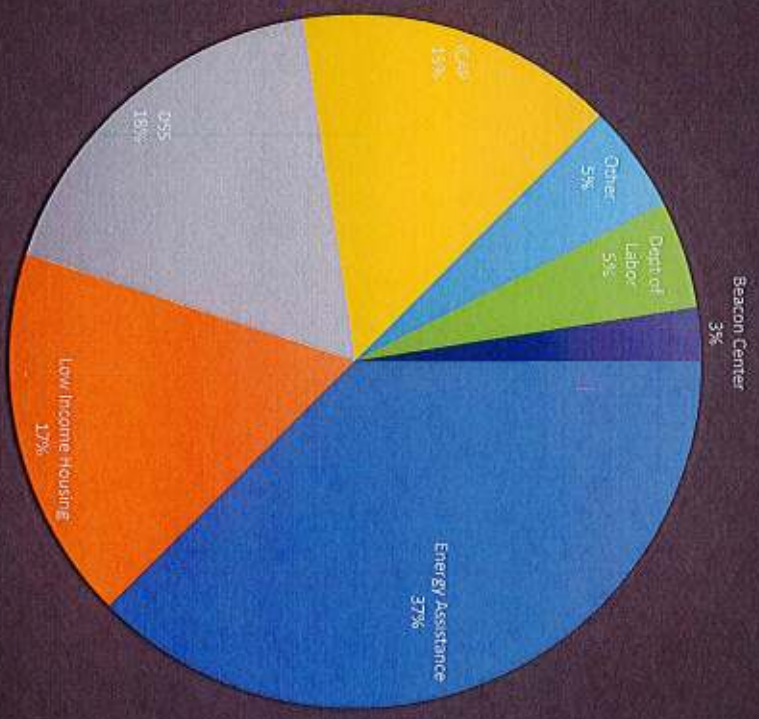


November, 2019 thru February, 2020

■ Cost Avoidance ■ Cost



November 2019 thru February 2020 Referrals to Other Agencies



■ Energy Assistance ■ Low Income Housing ■ DSS ■ CAP ■ Other ■ Dept of Labor ■ Beacon Center



ASSETS FILE MAINTENANCE

Item No:	GEN01580	Serial #:	3000113346
Description:	ADVANGER X2805C 310AH FLOOR SCRUBBER		
Class Code:	100 GENERAL		
Department:	523 AG. BUILDING		
Category:	500 CULTURE & RECREATION		
Location:	AG BUILDING (Used for Dept. reporting)		
Fixed Asset G/L:	800 - 0 - 166.00 F/A MACHINERY & EQUIPMENT		
Acquisition Date:	01/15/2013 Remarks:		
Vendor Name:	HILLYARD FLOORCARE SUPPLY		Capital: 2 (1-Y 2-N)
	PO BOX 877641		
	KANSAS CITY MO 64187-7641		# of Years: 0
			Remaining Life: 0
			Remain Value: 14036.00
Cost:	14036.00	Voucher:	121943
Dep:			
Frt/Other:	0.00	Voucher:	0
		Accum Dep:	0.00
TOTAL:		14036.00 Insured Value: 0.00	
OK? <input type="checkbox"/>			

600 East Capitol Avenue | Pierre, SD 57501 P605.773.3361 F605.773.5583



Division of Administration

April 28, 2020

Codington County
C/O County Auditor
14 1st Avenue SE
Watertown, SD 57201

RE: Subrecipient Agreement 21SC091093 between the South Dakota Department of Health and Codington County

Dear Subrecipient:

On behalf of the South Dakota Department of Health (SDDOH), the WIC Program is pleased to welcome you as a subrecipient and collaborator on the above referenced sponsored project. The SDDOH is responsible for the programmatic and financial monitoring of their subrecipients receiving federal pass through dollars.

In addition to the proposed contract, this welcome package provides important information and documentation that is critical to the successful administration and fiscal management of this subrecipient agreement. The documents enclosed are:

- The proposed subrecipient agreement between your organization and the SDDOH. The agreement contains all relevant budgetary, programmatic, administrative, and financial information, terms and conditions, and reporting requirements.
- A picture of the Invoice (Attachment A) which your organization will use for billing the SDDOH for reimbursement of project expenses. An excel form of *Attachment A* will be sent by email after we receive the signed agreement.
- A handout containing information about being a subrecipient.

Please electronically sign the attached subrecipient agreement, as well as complete the other required items (*the following must be completed by the sub-receipt* section on page 16 and the *contact information and auditor approval* on page 17). Technical or programmatic questions can be directed to Emily Paulsen, the SDDOH contract for this project.

Once all signatures are obtained, a signed pdf copy will be emailed to you for your file.

Payment for services cannot begin until the department has received the signed contract and certificates of insurance. I will be emailing notification to Counties for whom, I do not have the required certificates of insurance already on file.

We look forward to working with you in facilitating a fruitful and productive collaboration.

Please Note: All FY 20 Monthly Expenditure Reports, for expenses incurred in the 2020 Contract, shall be submitted by noon on Monday, June 8, 2020.

Sincerely,

Emily Paulsen
WIC Program Operations Specialist

Enc: Subrecipient Agreement, subrecipient power point

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF FAMILY AND COMMUNITY HEALTH
Sub-Recipient Agreement
Between**

Codington County
C/O County Auditor
14 1st Avenue SE
Watertown, SD 7201-3611

Referred to as Sub-Recipient

State of South Dakota
South Dakota Department of Health
Division of Family and Community Health
Office of Child and Family Services
600 East Capitol Avenue
Pierre SD 57501
(605) 773-3361

Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331 is inserted below. In the event of a change in the award of funding source, the information inserted below may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4: Codington County, Watertown SD 57201-3611
- b. Sub-Recipient's DUNS number /unique entity identifier: 016523078
- c. Federal Award Identification Number (FAIN): 203SD708W1003
- d. Federal Award Date: 10/01/2019
- e. Sub-award Period of Performance: 06/01/2020 to 05/31/2021
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$14,533.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$14,533.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Emily Paulsen – Emily.Paulsen@state.sd.us.
- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES _____ NO X

- m. Department of Health Indirect Cost Rate for federal award: 07/01/2019 to 06/30/2020 = 6.3%
07/01/2020 to 06/30/2021 = 6.10%

1.2.

- a. Sub-recipient's name, City, State, and Zip +4: Codington County, Watertown SD 57201-3611
- b. Sub-Recipient's DUNS number /unique entity identifier: 016523078
- c. Federal Award Identification Number (FAIN): 213SD708W1003
- d. Federal Award Date: 10/01/2020
- e. Sub-award Period of Performance: 06/01/2020 to 05/31/2021
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$29,066.00
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$29,066.00
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons. .
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- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES _____ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2019 to 06/30/2020 = 6.3%
07/01/2020 to 06/30/2021 = 6.10%

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2020 and will end on May 31, 2021, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.
 - a) The Sub-Recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract.
- d. Sub-recipient will not purchase capital assets or equipment using State funds.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
 - i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant

with FFATA. More information about FFATA reporting requirements can be found at www.fsrs.gov.

- ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
- iii. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf. The Healthy, Hunger-Free Kids Act of 2010 <https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf> and 7 CFR 246 <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>
- iv. Provide clerical services for the Women, Infants, and Children (WIC) Program in compliance with federal regulations and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions. This includes determining income, residency and identity of current potential participants.
- v. Hire and manage employees to complete the job roles and responsibilities outlined in this contract and in section 1.06H of the policy and procedure manual located at <https://sdwic.org/wp-content/uploads/1.06HClerical.pdf>
- vi. Allow all new WIC clerical employees to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training.
- vii. Allow WIC clerical employees to attend and participate in required annual training to remain effective/efficient in their current roles.
- viii. Make appropriate facilities available for WIC services to participants within the county.
- ix. Refer potential applicants to the WIC Program and inform applicants of health services available.
- x. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Sub-recipient further agrees that the contents of WIC records shall not be disclosed to anyone other than persons directly connected with the administration or enforcement of the program. Person's directly connected with the administration or enforcement of the program whom the State Agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <https://sdwic.org/knowledge/policy-and-procedure-manual/>

- xi. Maintain complete, accurate, documented and current accounting of all program funds received and expended.
- xii. Provide on or around 7th of month the Monthly Expenditure Report for expenses (when applicable). (See Attachment A)
- xiii. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
- xiv. In absence of clerical staff, work with another County on scheduling and reimbursement.

- xv. Per executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year.
- xvi. Comply with State of South Dakota Cyber-Security requirements and policies found at <https://bhr.sd.gov/policies-forms/BHRCyberSecurityAwarenessFINAL04092019.pdf> to include any mandatory trainings for any individuals who have a state email account/address.
- xvii. Use State funds exclusively for:
 - a. WIC Clerical Services
 - Funding is based on number of WIC participants receiving WIC benefits each month. Budget is based on the participation rates from January 2019 to December 2019.
 - Per participant rate is set by the Central Office (FY2021 rate - \$5.56). This rate is reviewed annually with yearly budget determination.
 - The Central Office will generate payment and send to the Sub-Recipient based on WIC issued benefits per month.
 - b. WIC Clerical Training/Travel
 - Funding for training time and travel time to training is based on State average clerical rate, including benefits (FY2021- \$18.29). This rate is reviewed annually with yearly budget determination.
 - Per diem, mileage and lodging for clerical staff attending WIC training, according to county policy, but not exceeding State rates.
 - The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.
 - c. SDWIC-IT FOCUS Expenses
 - Funding for participation and travel time to attend SDWIC-IT FOCUS meetings, as well as for testing time requested by Central Office Staff. Funding is based on State average clerical rate, including benefits (FY2021- \$18.29). This rate is reviewed annually with yearly budget determination.
 - Per diem, mileage and lodging for clerical staff attending face to face meetings, according to county policy, but not exceeding State rates.
 - The Central Office will generate payment based on completed Monthly Expenditure Reports submitted by the Sub-Recipient.
- f. If the State will undertake or complete any work or performance under this Agreement it is described as follows:
 - i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to, up to \$43,599.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
 - ii. State will not pay Sub-recipient expenses as a separate item.
 - iii. Travel expenses will be reimbursed at state rates.

- iv. TOTAL CONTRACT AMOUNT (Not to Exceed) \$43,599.00. Payment will be made consistent with SDCL Ch. 5-26.
- v. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
- vi. State agrees to:
 - a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
 - b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
 - providing the Sub-recipient's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Sub-recipient clerical personnel's questions regarding the above described Manual and reviewing Sub-recipient clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
 - c. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
 - d. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
 - e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
 - f. Provide monthly payment to the Sub-recipient based on number of participants issued WIC benefits each month.
 - g. Provide monthly payment for contract period for expenses incurred and reported on the Monthly Expenditure Report (see Attachment A). This includes payment for training of clerical staff.
 - h. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of providing clerical services for the Woman, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.

Amount provided by State/Grantor is	\$43,599.00
Amount matched by Sub-Recipient	\$ 0.00
Total Grant Amount	\$43,599.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$ 0.00
Federal dollars	\$43,599.00

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and

shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. CLOSEOUT

- a. The state will provide the sub-recipient a closeout letter after the period of performance end data.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

2. COST PRINCIPLES:

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

3. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

4. RESTRICTION OF BOYCOTT OF ISREAL

Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

5. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

6. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

7. CONTROLLING LAW:

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

8. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

9. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

10. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the

vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

12. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

13. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

14. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. This agreement is exempt from the request for proposal process.
2. Does this agreement involve Protected Health Information (PHI)? YES (X) NO ()
 - a. Sub-recipient is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

- i. As a Business Associate, Sub-recipient agrees:
 - a) to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
 - b) to use or disclose any Protected Health Information (PHI) solely:

- 1) to meet its obligations in this and any other agreements with State;
 - 2) as required by applicable law, rule or regulation; and
 - 3) as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
 - c) to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
 - d) to ensure that its agents, including a subcontractor for which Sub-recipient has received prior written consent from State pursuant to "Standard Clauses" section 11 to whom it provides PHI received from or created by Sub-recipient on behalf of State, agrees to the same restrictions and conditions applicable to Sub-recipient, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Sub-recipient also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
 - e) to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by Sub-recipient as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
 - f) to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Sub-recipient will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Sub-recipient will not engage in any communication which might be deemed to be "marketing" under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- ii. Notwithstanding the prohibitions set forth in this agreement, Sub-recipient may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
- a) the disclosure is required by law; or
 - b) reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Sub-recipient of any instances of which it is aware in which the confidentiality of the information has been breached.
- iii. Availability of PHI
- Sub-recipient further agrees:
- a) to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Sub-recipient;

b) to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and

c) to cooperate in providing any accounting required on a timely basis.

3. **PROPERTY MANAGEMENT STANDARDS:**

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

4. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

5. **LICENSING AND STANDARD COMPLIANCE:**

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

6. **WORK PRODUCT:**

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

7. **IT STANDARDS:**

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

8. **HOLD HARMLESS:**

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient

to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

9. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$ 0 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$ 0.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State

of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

11. FEDERAL AND STATE LAWS:

Sub-Recipient agrees that it will comply with all federal and state laws, rules, and regulations that may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as provided by state or federal law.

12. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:

Sub-Recipient agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Sub-Recipient or State to liability. Reporting to State under this section does not satisfy Sub-Recipient's obligation to report any event to law enforcement or other entities as required by law.

13. FORCE MAJEURE:

Neither Sub-Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.

14. CONTRACT ORIGINAL AND COPIES:

An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Sub-Recipient.

15. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

16. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and

3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

17. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

D. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- A. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- C. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- D. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

Furthermore, pursuant to SDCL § 1-56-10, if a conflict of interest is identified as outlined by your organization's conflict of interest policy, you are required to disclose the conflict to the Department of Health for display on the website created pursuant to SDCL § 1-27-45.

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

- 1) Is your organization required to file the Internal Revenue Service Form 990? ____ Yes ____ No

If you answered "YES," in the space provided below, please provide the link to your website where this information can be found.

- 2) Is your organization subject to compliance with the federal Single Audit Act? ____ Yes ____ No

If you answered "YES," in the space provided below, please provide the link to your website where the audits can be found.

- 3) Have any conflicts of interest been identified pursuant to your organization's conflict of interest policy?
____ Yes ____ No

If you answered "YES," in the space provided below, please list any and all identified conflicts of interests.

E. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by signing below.

Colleen Winter, Director Division of Family and Community Health Department of Health	_____	Date	_____	Sub-recipient Signature	_____	Date	_____

				Print or Type Sub-recipient Name			

Kari J. Williams Administrator, Financial Management Department of Health	_____	Date	_____
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State Agency Coding:

CFDA#	10.557			
Company	2018	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0904004	0901001	0901001	0901001
Fund Src-subfund	113WC			
Dollar Total	\$43,599.00			

State Program Contact Person	Emily Paulsen
Phone	773-4988

State Fiscal Contact Person	Contract Accountant
Phone	605 773-3361

Sub-Recipient Program Contact Person	_____
Phone	_____

Sub-Recipient Program Email Address	_____
-------------------------------------	-------

Sub-Recipient Fiscal Contact Person	_____
Phone	_____

Sub-Recipient Fiscal Email Address	_____

Auditor Approval _____

Document Prepared By:
Clark Engineering
114 1st Avenue NW
Watertown, SD 57201
Phone (605) 878-0414

PERPETUAL ROADWAY EASEMENT AGREEMENT

THIS AGREEMENT for perpetual roadway easement facilities made and entered into this 29th day of April, 2020, by and between the **Schleusner Dairy, Inc.**, hereinafter referred to as the "Grantor", AND **Codington County**, hereinafter referred to as the "Grantee", WITNESSETH:

WHEREAS, the Grantee contemplates the installation, construction, operation, inspection, maintenance, alteration, and repair of Roadway and associated appurtenances, hereinafter referred to as the "Project"; AND

WHEREAS, the Grantor is desirous of cooperating with the Grantee in the Project to the Grantors mutual benefit; AND

WHEREAS, the Project is located partially upon and adjacent the real property both owned by and occupied as the primary residence of the Grantor. Said real property being legally described as follows to wit:

The Southeast Quarter (SE 1/4) of Section 24, Township 117 North, Range 52 West of the 5th P.M., Codington County, South Dakota, less Outlots 1 and 2 and also less the West 301.5 feet of the South 429 feet, and except Lot H-1.

NOW, THEREFORE, in consideration of the sum of \$0.00 and other good and valuable considerations including the construction of the Project, the Grantor hereby grants to the Grantee a perpetual right and easement for the Project. Further it is expressly covenanted, agreed and understood by both the Grantor and Grantee hereto, as follows:

- (1) **Easement Location.** The specific whereabouts of the easement shall be described as depicted in **EXHIBIT A** (see attached documents).
- (2) **Easement Duration.** This Agreement shall be in full force and effect beginning on the date of this Agreement and extending perpetually into the future until such time as the Grantor and Grantee shall mutually and collectively agree to remove said easement.
- (3) **Easement Extends to Grantee's Agents.** This Agreement shall extend to any agents, representatives, contractors, or other assigns as may be employed by or otherwise working with the Grantee for the Project.
- (4) **Easement Extends to Future Property Owners.** This Agreement shall extend to any and all future owners of said real property, with said future owners assuming any and all rights and obligations of the Grantor as set forth within this Agreement.
- (5) **Grantor Held Harmless from Claims.** The Grantee covenants and agrees to hold harmless the Grantor from any and all claims for damage, injury or other claims arising or emanating as a result of this Agreement.

- (6) **Ingress and Egress by Grantee.** The Grantee shall have the right of ingress and egress to said easement location at any and all times, whenever deemed necessary by the Grantee for the Project.
- (7) **Protection of Premises by Grantee.** The Grantee shall make every reasonable effort to minimize property damage and resultant inconveniences to the Grantor resulting from the Project.
- (8) **Restoration of Premises by Grantee.** The Grantee shall promptly restore the premises to its preexisting condition upon completion of any Project operations within said Easement Location. Specifically, any and all damages to said real property resulting from the Project shall be promptly repaired, and any and all disturbed areas promptly restored to their original condition insofar as is practical and agreed upon between the Grantor and the Grantee.
- (9) **Improvement and Use of Easement Location by Grantor.** The Grantor shall have the right and privilege of using said Easement Location, provided the Grantor's use in no way interferes with the Grantee's intended use of said Easement Location. Any and all improvements or alterations within said Easement Location, including but not limited to pavement, fences, permanent or temporary buildings, any trees, shrubs or other landscaping (except for grass), shall be approved by the Grantee prior to any installation or modification.
- (10) **Special Conditions for Installation and Construction.** The following special conditions shall pertain to the initial installation and construction of the Project by the Grantee, herein referred to as Construction Operations, and are made a binding part of this agreement:
- (11) **Other Special Conditions.** The following special conditions shall be made a binding part of this agreement:

IN WITNESS WHEREOF the Grantor has hereunto subscribed their names

Schleusner Dairy, Inc.

By: 


STATE OF)
COUNTY OF)

On this 29th day of April, 2020, before me, the undersigned officer, personally appeared Louis Schleusner known to me or satisfactorily proven to be the persons who are described in, and, being authorized so to do, executed the foregoing instrument for the purpose contained and acknowledged to me that they executed the same.

In witness whereof I hereunto set my hand and official seal.


My commission expires:
Clerk of Courts

IN WITNESS WHEREOF, the County of Codington, South Dakota, Grantee, has caused this agreement to be executed in its behalf by its Commission Chair, thereunto duly authorized, attested thereto by its Auditor, and has hereto attached its seal.

By: _____
Commission Chair

Attest: _____
County Auditor

Document Prepared By:

Clark Engineering
114 1st Avenue NW
Watertown, SD 57201
Phone (605) 878-0414

TEMPORARY EASEMENT AGREEMENT

THIS AGREEMENT for temporary easement facilities made and entered into this 29th day of April, 2020, by and between **Schleusner Dairy, Inc.**, hereinafter referred to as the "Grantor", AND **Codington County**, hereinafter referred to as the "Grantee", WITNESSETH:

WHEREAS, the Grantee contemplates the installation, construction, operation, inspection, maintenance, alteration, and repair of Roadway and associated appurtenances, hereinafter referred to as the "Project"; AND

WHEREAS, the Grantor is desirous of cooperating with the Grantee in the Project to the Grantors mutual benefit; AND

WHEREAS, the Project is located partially upon and adjacent to real property owned by the Grantor. Said real property being legally described as follows to wit:

The Southeast Quarter (SE 1/4) of Section 24, Township 117 North, Range 52 West of the 5th P.M., Codington County, South Dakota, less Outlots 1 and 2 and also less the West 301.5 feet of the South 429 feet, and except Lot H-1.

NOW, THEREFORE, in consideration of the sum of One Dollars and other good and valuable considerations including the construction of the Project, the Grantor hereby grants to the Grantee a temporary right and easement for the Project. Further it is expressly covenanted, agreed and understood by both the Grantor and Grantee hereto, as follows:

- (1) **Easement Location.** The specific whereabouts of the easement shall be described as depicted in **EXHIBIT A** (see attached documents).
- (2) **Easement Duration.** This Agreement shall be in full force and effect beginning on the date of this Agreement and extending one year from Final Completion of the Project.
- (3) **Permanent, Prescriptive Easement** - The Grantor acknowledges that Grantee has a permanent, prescriptive easement to operate and maintain the Project henceforth.
- (4) **Easement Extends to Grantee's Agents.** This Agreement shall extend to any agents, representatives, contractors, or other assigns as may be employed by or otherwise working with the Grantee for the Project.
- (5) **Easement Extends to Future Property Owners.** This Agreement shall extend to any and all future owners of said real property, with said future owners assuming any and all rights and obligations of the Grantor as set forth within this Agreement.
- (6) **Grantor Held Harmless from Claims.** The Grantee covenants and agrees to hold harmless the Grantor from any and all claims for damage, injury or other claims arising or emanating as a result of this Agreement.
- (7) **Ingress and Egress by Grantee.** The Grantee shall have the right of ingress and egress to said easement location at any and all times, whenever deemed necessary by the Grantee for the Project.

- (8) **Protection of Premises by Grantee.** The Grantee shall make every reasonable effort to minimize property damage and resultant inconveniences to the Grantor resulting from the Project.
- (9) **Restoration of Premises by Grantee.** The Grantee shall promptly restore the premises to its preexisting condition upon completion of any Project operations. Specifically, any and all damages to said real property resulting from the Project shall be promptly repaired, and any and all disturbed areas promptly restored to their original condition insofar as is practical and agreed upon between the Grantor and the Grantee.

IN WITNESS WHEREOF the Grantor has hereunto subscribed their names.

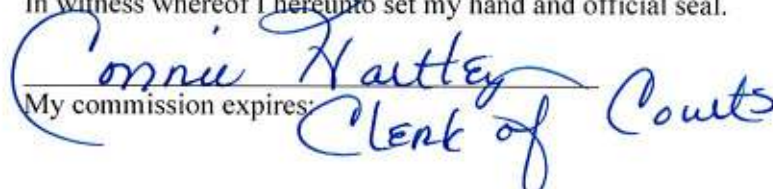
Schleusner Dairy, Inc.

By: 

STATE OF)
COUNTY OF)

On this 29th day of April, 2020, before me, the undersigned officer, personally appeared Louie Schleusner known to me or satisfactorily proven to be the persons who are described in, and, being authorized so to do, executed the foregoing instrument for the purpose contained and acknowledged to me that they executed the same.

In witness whereof I hereunto set my hand and official seal.


My commission expires: Clerk of Courts

IN WITNESS WHEREOF, the County of Codington, South Dakota, Grantee, has caused this agreement to be executed in its behalf by its Commission Chair; thereunto duly authorized, attested thereto by its Auditor, and has hereto attached its seal.

By: _____
Commission Chair

Attest: _____
County Auditor

PERMIT TO DISCHARGE FIREWORKS IN CODINGTON COUNTY

DATE / DURATION OF DISCHARGE: July 11, 2020 for approximately 2 hours

DESCRIPTION OF DISCHARGE: fireworks display

Type of Fireworks:

Consumer fireworks X

Display fireworks X

LOCATION OF DISCHARGE: 46345 166th Street, Watertown

TIME OF DISCHARGE: 7:30 PM -11:30 PM

PERSON DISCHARGING: Name Jared J. Birk
 Address 46345 166th Street
 Watertown, SD 57201
 Phone (605) 237-6165
 email pyrobirk@gmail.com
 D.L. / SS# SDDL# 00570006
 (drivers license or social security number)

Does this person have a Class B License? Yes (3-SD-029-34-0K-00158)

I affirm and warrant that the above information is true and correct.

Dated this 20th day of April , 2020



Applicant

The above address is within the South Shore Fire Department's fire district. The South Shore Fire Department has reviewed this permit application and hereby recommends its issuance.



Fire Chief

The Codington County Sheriff's Office has reviewed this permit application.



Codington County Sheriff

AUTHORIZATION

Pursuant to authorization by the Codington County Board of Commissioners, I, _____, Chairman, hereby authorize and issue this Permit to Discharge Fireworks in Codington County, by the person or entity names above, at the time and in the manner described herein.

Dated this _____ day of _____, 20____

Chairman Codington County Commissioners

PERMIT TO DISCHARGE FIREWORKS IN CODINGTON COUNTY

DATE / DURATION OF DISCHARGE: July 12, 2020 for approx. 2 hours (rain date for July 11 display)

DESCRIPTION OF DISCHARGE: fireworks display

Type of Fireworks:

Consumer fireworks X

Display fireworks X

LOCATION OF DISCHARGE: 46345 166th Street, Watertown

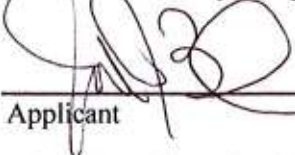
TIME OF DISCHARGE: 7:30 PM -11:30 PM

PERSON DISCHARGING: Name Jared J. Birk
 Address 46345 166th Street
 Watertown, SD 57201
 Phone (605) 237-6165
 email pyrobirk@gmail.com
 D.L. / SS# SDDL# 00570006
 (drivers license or social security number)

Does this person have a Class B License? Yes (3-SD-029-34-0K-00158)

I affirm and warrant that the above information is true and correct.

Dated this 20th day of April , 2020



Applicant

The above address is within the South Shore Fire Department's fire district. The South Shore Fire Department has reviewed this permit application and hereby recommends its issuance.



Fire Chief

The Codington County Sheriff's Office has reviewed this permit application .



Codington County Sheriff

AUTHORIZATION

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Dated this _____ day of _____, 20____

Chairman Codington County Commissioners

**HUMAN RESOURCE MANAGEMENT CONSULTING AND/OR LABOR CONTRACT NEGOTIATION
SERVICES
REQUEST FOR PROPOSALS (RFP)
CODINGTON COUNTY, SOUTH DAKOTA**

Codington County (hereafter the "County") is soliciting sealed bids from interested and qualified firms/individuals to provide human resource management and labor contract negotiation services. **The county will entertain separate bids for human resource management services only and labor contract negotiation services only. The county will entertain bids for a single contract covering both services as well.**

1. **Background:** Codington County is a government entity with approximately 95 employees. Three groups, the sheriff's deputies, the corrections officers and the highway workers are represented by unions. The rest are non-union. South Dakota is a right to work state. The County requires human resource consultation services on an irregular basis. It requires labor contract negotiation services in the late Summer and Fall of each year.
2. **Schedule:**
 - a. Release of RFP May __th, 2020
 - b. Deadline for Questions June __, 2020
 - c. Proposals Due June 16th, 2020
 - d. Interviews (if held) 3rd week of June 2020
 - e. Approximate date of proposal acceptance June 30th, 2020
3. **Scope of Work.** The County is seeking proposals from independent contractors who is/are skilled and knowledgeable in the human resource field and can proactively advise and guide the County in all aspects of human resource management and serve as the key negotiator in labor contract negotiations.
 - A. **Human Resources Services:**
 - a. As needed, advise the County Commissioners and other county officials on all aspects of human resource management to include employee recruiting, hiring, on-boarding, performance review, promotion, compensation, discipline and termination.
 - b. As needed, recommend policy and procedural changes regarding all aspects of human resource management.
 - c. As needed, investigate complaints concerning county employees and advise the County Commissioners and other necessary county officials on handling of such complaints.
 - d. As needed, assist county officials in discussing performance or disciplinary issues with employees.
 - B. **Labor Contract Negotiation Services:**
 - a. As needed, serve as the primary negotiator of the county as labor contracts are renewed.
 - b. As needed, keep the County Commissioners apprised of and represent the Commissioners' position during labor contract negotiations.
 - c. As needed, advise the County Commissioners on any decisions regarding labor contracts.
4. **Proposal format:** Proposals must contain the following:
 - A. **Cover Letter** stating the proposer's name, address, and telephone number. The letter must be signed by a representative authorized to bind the proposer contractually. The letter should

summarize the proposal and stipulate that the proposal is valid for a period of at least 45 days.

- B. **Proposer Background** explaining the proposer's qualifications and background.
 - a. Provide biographies/resumes that include education, licenses, and experience for each person who would be assigned tasks to perform for the County pertinent to the Scope of Work.
 - b. Specify work experience with or for local government entities or similar situations, preferably in South Dakota.
- C. **Approach.** Explain how you propose to undertake the Scope of Work demonstrating a clear understanding of the requirements contained in the Scope of Work. This should provide the County with a clear idea of what it would be like to work with you and how you will enable it to fulfill its human resource management/union contract negotiation responsibilities. Proposals may provide recommended changes/additions to the Scope of Work or other suggestions that will reduce costs while maintaining or enhancing the final deliverables. However, proposals should fully address the Scope of Work.
- D. **References.** References should include those for which services have been provided within the past five years.
- E. **Proof of Insurance as follows**
 - a. Workers' Compensation in statutory limits.
 - b. Automobile Liability or Hired and Non-Owned Vehicle Liability Insurance: \$1,000,000.
 - c. General Professional Liability Insurance: \$1,000,000/each occurrence; \$2,000,000/aggregate.
 - d. Said insurance will be required to be maintained in full force and effect during the term of the contract.
- F. **Price Proposal.** The county desires a regular monthly contract amount that is appropriate for the intermittent need of the services required. Include information on how your price is calculated if desired.

5. **Proposal Submission:** The County, will receive sealed proposals until 9:00 AM Central Time on Tuesday, June 16th, 2020. Proposals received after this time will not be accepted. Proposals will be publicly opened during the regular meeting of the Board of County Commissioners which is scheduled to begin at 9:00 AM June 16th, 2020 in the Commission Chamber located within the County Courthouse. Deliver the original proposal and five copies to:

Codington County Auditor

14 1st Ave. SE

First Floor Room 109

Watertown, SD 57201

ATTN: Human Resource Management Consultation and Labor Contract Negotiation Services

6. **Questions:** Questions about this RFP can be submitted via the County Auditor 605-882-6297

7. **Proposal Evaluation Criteria:**

A. Qualifications 33.3%

B. Approach 33.3%

C. Price 33.4%

8. **Conditions:** The County reserves the right to cancel all or part of this RFP at any time without prior notice. This RFP does not commit the County to accept any proposals submitted, nor is the County responsible for any costs incurred in the preparation of responses to this RFP. The County reserves the right to reject any or all proposals, to accept or reject any or all items in the proposals, to accept irregularities in a proposal's format, and/or to accept a proposal in whole or in part as is

deemed to be in the best interest of the County. The County reserves the right to cancel, delay, amend, or reissue the RFP at any time.

9. **Indemnification:** If contracted, proposer agrees to indemnify and hold the County, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services under the accepted proposal. This section does not require proposer to be responsible for or to defend against claims or damages arising solely from errors or omissions of the County, its officers, agents, or employees.
10. **Disclosure:** Codington County, South Dakota does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services. Published twice at the total approximate cost of \$_____

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Jodi Pearson		DATE 5/5/2020
EFFECTIVE DATE 6/1/2020	POSITION TITLE Payroll Officer	DEPARTMENT Auditor
CURRENT STEP 13	NEW STEP 14	
CURRENT PAY RATE *\$22.16/\$3,855.84 *includes .10 incentive	NEW PAY RATE *\$22.43/\$3,902.82 *includes .10 incentive	
REASONS FOR CHANGE anniversary step increase		

EMPLOYEE SIGNATURE Jodi Pearson

DEPARTMENT HEAD SIGNATURE Cindy Bruggma

DATE 5-5-2020

COUNTY COMMISSIONERS _____

DATE _____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Sandy Theye		DATE 5/1/2020
EFFECTIVE DATE 5/1/2020	POSITION TITLE Clerk	DEPARTMENT Treasurer
CURRENT STEP 8	NEW STEP 9	
CURRENT PAY RATE \$18.92/\$3,292.08	NEW PAY RATE \$19.19/\$3,339.06	
REASONS FOR CHANGE step increase		

EMPLOYEE SIGNATURE_____

DEPARTMENT HEAD SIGNATURE_____

DATE_____

COUNTY COMMISSIONERS_____

DATE_____

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.