

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, December 22, 2020

- 1. Pledge of Allegiance**
- 2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 or 605-882-6297**
- 3. Conflict of interest items**
- 4. Action to approve the December 22, 2020 agenda**
- 5. Action to approve the minutes of December 15, 2020**
- 6. Monthly reports**
 - a. Emergency Management Director**
- 7. Action to approve a POD grant agreement**
- 8. Action to authorize the Chair to sign an agreement for Rip Rap bid project**
- 9. Action to approve cell phone stipends for deputy States Attorneys**
- 10. Action to allocate Juvenile Justice Reinvestment Initiative funds to the Watertown Boys and Girls Club**
- 11. Action to approve employee 2020 payroll COLA**
- 12. Action to approve Deputy Sheriff's 2021 union contract**
- 13. Action to approve Correctional Officers 2021 union contract**
- 14. Action to approve a Life Insurance policy for employees**
- 15. Action to declare computer equipment surplus to be destroyed**
- 16. Action to supplement budgets with Commissioners Contingency**
- 17. Discussion/possible action to adopt a resolution to ban open burning**
- 18. Action to approve claims for payment**
- 19. Action/possible discussion on COVID-19 practices, procedures, policy**

- 20. Action to approve automatic budget supplements – juvenile justice reinvestment grant funds**
- 21. Action to approve personnel changes**
- 22. Action to approve travel requests**
- 23. Public Notices – a possible quorum of Commissioners could be in attendance at:**
- 24. Old Business**
- 25. New Business**
- 26. Open**
 - a. Public Comments**
 - b. Commission Comments**
- 27. 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)**
- 28. Action to adjourn until 9:00 a.m., Tuesday, December 29th, 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.

Official Proceedings
County of Codington, Watertown, South Dakota
Codington County Courthouse
14 1st Ave SE

December 15, 2020

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 15, 2020, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair, Brenda Hanten, presiding. Auditor, Cindy Brugman, lead the pledge of allegiance.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Hanten called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the December 15, 2020 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel to approve the minutes of December 8, 2020; all voted aye; motion carried.

MONTHLY REPORTS

4-H/Youth Program Advisor, Jodi Loehrer, updated the Board on the following: 4-H Calendars; Special Foods cookbook; Take Home projects; shooting sports and take-home kit grants; 4-H meetings being held in person; and 2021 Winter Farm Show preparation. **Facilities Manager, Steve Molengraaf**, updated the Board on the following facilities: Courthouse – the key fob system project should be completed within the next week and new posts for parking lot signage have been installed; Extension Center Complex – 2021 Winter Farm show preparations are taking place in the barn area; Memorial Park – the reservation software change is underway; and Weed Department - the 2021 Weed and Pest Conference scheduled for February has been cancelled. **Highway Supt., Rick Hartley**, reported on the following: employee flagger certification has been completed; graveling is nearing completion; culvert work continues as weather permits; rip rap leveling is scheduled; the bridge on County Road 4-4 is open; the Highway Mechanic has been busy with repairs; and tree trimming and removal is on the schedule.

RIP RAP BIDS COUNTY ROADS 4-1 AND 8-1

The following bids were received for a rip rap project, as advertised, and announced by Highway Supt., Rick Hartley:

<u>BIDDER</u>	<u>TOTAL BID</u>
Kriech Construction 44720 142 St Waubay, SD 57273	\$449,050.00 (bid bond)
Clausen & Sons Construction LLC 1300 23 St SE Watertown, SD 57201	\$515,100.00 (bid bond)

Motion by Gabel, second by Waterman, to accept the bid of Kriech Construction; all voted aye; motion carried.

HIGHWAY DEPARTMENT MOTOR GRADERS

The Board continued a discussion, carried over from the December 8th meeting, regarding a request and recommendation, from Highway Supt., Rick Hartley, to purchase three Caterpillar motor graders, from a bid awarded to Butler, through bid agent Sourcewell. Deputy States Attorney, Tom Burns, was present for this discussion. Representatives from Butler and RDO were present for this meeting and presented the Board with information regarding their products. Motion by Gable, second by VanDusen, to purchase three motor graders from Sourcewell, as outlined in the minutes of December 8th. Further discussion ensued and Commissioner Gabel modified his motion to specify the purchase of the "Butler" products from the Sourcewell list; Commissioner VanDusen concurred with the modification. Discussion continued regarding engine size, buy back amounts, warranties, service availability, delivery timeline, etc. Motion by Gabel to call the question; second by VanDusen; Gabel, VanDusen, and Hanten voted aye; Waterman and Johnson voted no; motion carried. Upon vote of Gabel's motion to purchase three (3) Caterpillar motor graders through Sourcewell and from Butler; Gabel, VanDusen, and Hanten voted aye; Waterman and Johnson voted no; motion carried.

PART-TIME EMPLOYEE PAYROLL SUPPLEMENT

Motion by Gabel, second by Waterman, to approve a COVID hazard payroll supplement for part-time employees, those not eligible for benefits, based on hours worked from March 1st through December 31st, 2020; at a pro-rated share of the \$650.00 being paid to all full-time employees or .37 per hour worked; all voted aye; motion carried.

E-911 CONTRACT FOR SERVICE

Motion by Gabel, second by VanDusen, to authorize the Chair to sign a contract with the City of Watertown, for the provision of E-911 and PSAP service to the citizens and persons within Codington County, in the amount of the actual surcharge revenues received, and for the time period January 1, 2021 through December 31, 2022; all voted aye; motion carried.

WELFARE DIRECTOR JOB DESCRIPTION

Motion by Johnson, second by VanDusen, to approve a newly revised Welfare Director job description; all voted aye; motion carried.

PLAT RESOLUTIONS

Zoning Officer, Luke Muller, reviewed four plats, which have been recommended for approval by the Codington County Planning and Zoning Commission. The Board took action on the following plats:

RESOLUTION #2020-37

A Resolution to approve the platting of the Prairie Vibe Addition in the County of Codington, South Dakota.

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Prairie Vibe Addition, in the Northeast Quarter (NE1/4) of Section 13-T118N-R52W of the 5th P.M., in the County of Codington, South Dakota; and it appearing to the Board of County Commissioners that the arrangement of streets and alleys and the area within its jurisdiction have not been interfered with by the said plat and survey, and that the County Planning Commission of the said County has recommended

Codington County, December 15, 2020

approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner Gabel, second by Commissioner Waterman; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota

Brenda Hanten

Chair

STATE OF SOUTH DAKOTA

§

COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-37, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota.

Cindy Brugman

County Auditor, Codington County, South Dakota

RESOLUTION #2020-38

A Resolution to approve the platting of the Schwinger Second Addition in the County of Codington, South Dakota.

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Schwinger Second Addition, in the East One Half (E1/2) of the Northeast Quarter (NE1/4) and the East One Half (E1/2) of the Southeast Quarter (SE1/4) of Section 7-T119N-R52W, Sisseton and Wahpeton Indian Reservation, of the 5th P.M., in the County of Codington, South Dakota; and it appearing to the Board of County Commissioners that the arrangement of streets and alleys and the area within its jurisdiction have not been interfered with by the said plat and survey, and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

Codington County, December 15, 2020

The above and foregoing resolution was moved for adoption by Commissioner VanDusen, second by Commissioner Gabel; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota

Brenda Hanten
Chair

STATE OF SOUTH DAKOTA

§

COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-38, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota.

Cindy Brugman
County Auditor, Codington County, South Dakota

RESOLUTION #2020-35

A Resolution to approve the platting of the Brooklyn First Addition in the County of Codington, South Dakota.

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Brooklyn First Addition, in the Southeast Quarter (SE1/4) of Section 4-T116N-R53W of the 5th P.M., in the County of Codington, South Dakota; and it appearing to the Board of County Commissioners that the arrangement of streets and alleys and the area within its jurisdiction have not been interfered with by the said plat and survey, and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner Gabel, second by Commissioner VanDusen; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota

Brenda Hanten
Chair

Codington County, December 15, 2020

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-35, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota.

Cindy Brugman
County Auditor, Codington County, South Dakota

RESOLUTION #2020-36

A Resolution to approve the platting of the Hopper Second Addition in the County of Codington, South Dakota.

BE IT RESOLVED by the County Commissioners of Codington County, South Dakota, as follows:

That an examination has been made of the plat entitled:

Hopper Second Addition, in Government Lot 3 and the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section 9-T116N-R53W of the 5th P.M., in the County of Codington, South Dakota; and it appearing to the Board of County Commissioners that the arrangement of streets and alleys and the area within its jurisdiction have not been interfered with by the said plat and survey, and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

NOW, THEREFORE, said plat is hereby approved and the County Auditor of Codington County, South Dakota, is hereby authorized to endorse on the said plat a copy of the Resolution and to certify to the same thereon.

The above and foregoing resolution was moved for adoption by Commissioner Johnson, second by Commissioner Gabel; whereupon the Chair of the Board of County Commissioners declared the same to be duly passed and adopted.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota

Brenda Hanten
Chair

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2020-36, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 15th day of December, 2020, at Watertown, Codington County, South Dakota.

Codington County, December 15, 2020

Cindy Brugman

County Auditor, Codington County, South Dakota

DECEMBER 29TH MEETING DATE

Motion by Johnson, second by Gabel, to hold the final board meeting of 2020, on December 29th, 2020; all voted aye; motion carried.

BURN BAN DISCUSSION

The Board noted information, received from Emergency Management Director, Jamie Torstenson, indicating that a ban on open burning in Codington, is not necessary at this time. The Board will continue to address this issue weekly if needed.

CLAIMS APPROVED

Motion by Gable, second by VanDusen, to approve for payment the following list of claims; all voted aye; motion carried: A-OX WELDING 65.33 SUPPLIES, ACCREDITATION, AUDIT AND 150.00 SVC, AUTOMATIC BUILDING CONTROLS 142.31 REP, ABSOLUTE EXHIBITS, INC 515.00 SUP, ALCOHOL MONITORING SYSTEMS 381.60 SVC, AMERICAN TRUST INSURANCE 50.00 SUP, AP AUTO PROS 3169.24 REP, JEFF ARGO 25.00 UTILITIES, AUSTIN LAW OFFICES 2428.85 SVC, AVERA MEDICAL GROUP - UPA 2500.00 SVC, AVI SYSTEMS, INC 502.42 SVC, BANNER ASSOCIATES, INC 270.65 REPAIRS/MAINT., BOB BARKER CO. 1885.10 SUP, BATTERIES UNLIMITED 158.99 SUP, BAUER LAW OFFICE PC 465.60 SVC, BEACON CENTER 1000.00 PMT, RAMONA BEARHILL 58.40 JURY, ALLEN BENCK 25.00 UTILITIES, BERNIE'S TELEPHONE AND TECH 10.00 SUP, BRYAN BLEEKER 25.00 CELL, BORNS GROUP 3548.50 POST, BORNS GROUP 130.42 POST, BOYS & GIRLS CLUB 1541.67 PMT, BRATLAND LAW 1881.80 SVC, LUZ DEL CARMEN BREMMON 200.40 SVC, BRIAN'S GLASS & DOOR INC. 1200.00 REPAIRS/MAINT., BRITE 98.00 SUP, BROWNLEE CONSTRUCTION 12028.50 SUPPLIES, JERRY BUNDE 101.68 JURY, BURNS LAW OFFICE 3447.30 SVC, BUTLER MACHINERY 1864.97 REPAIRS/MAINT., MATTHEW CALKINS 68.00 REF, JEFF CASE 25.00 UTILITIES, CASHWAY LUMBER INC. 1423.16 SUP, CENTURYLINK 1355.20 UTIL, CENTURYLINK 56.00 UTIL, CHARM-TEX 379.80 SUP, CLASSROOM CONNECTION 95.00 SUP, CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, CODINGTON COUNTY HIGHWAY DEPT. 16253.22 MAINT, CODINGTON COUNTY SHERIFF 46.00 REIMB, CODINGTON TREASURER PETTY CASH 45.09 PMT, COLE PAPERS, INC. 2527.29 SUP, COLE'S PETROLEUM 15609.96 SUPPLIES, CONNECTING POINT COMPUTER CENT 16005.00 MAINT, CONNECTING POINT COMPUTER CENT 12913.31 MAINT, CONNECTING POINT 410.00 UTILITIES, CONSOLIDATED CORRECTIONAL 21480.87 SUP, SHAWNA CONSTANT 25.00 CELL, CORO MEDICAL 103.00 SUP, ANNABELLE CORSON 20.00 WIT, CREDIT COLLECTIONS BUREAU 2077.90 PMT, CREDIT COLLECTIONS BUREAU 1034.39 PMT, C & S CHEMICAL 75.00 REP, CULLIGAN WATER CONDITIONING 223.75 SUP, MATT DARGATZ 25.00 UTILITIES, DATA TRUCK 29.99 UTIL, DEFENSIVE EDGE TRAINING 1780.05 SUP, DEUTSCH EXCAVATING 34942.66 SUPPLIES/REPAIRS, DK DIESEL 2001.50 SUPPLIES, JAMIE DOLEN 25.00 UTILITIES, DUANE'S FLOOR COVERING 580.00 MAINT, DUDE SOLUTIONS 2328.35 MAINT, DUININCK 28.75 REP, QUINN DUMARCE 35.00 REF, DYNOTUNE SPEED & PERFORMANCE 2359.65 REP, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELECTION SYSTEMS & SOFTWARE 2212.92 SUP, ENGELSTAD ELECTRIC CO. 3971.44 SUP, EQUIPMENT BLADES INC 6280.00 SUPPLIES, MARIA ESCAMILLA 40.00 CELL, WILLIAM EUBANK 55.88 JURY, EVOLUTION POWERSPORTS 427.42 REP, RANDY FALVEY 25.00 UTILITIES, FARNAMS GENUINE PARTS 140.86 SUPPLIES, FISHER SAND & GRAVEL CO 1038.35 SUPPLIES, TOWN OF FLORENCE-PEGGY LINDAHL 77.35 UTILITIES, FOLEY & FOLEY LAW OFFICE 498.20 SVC, ALLISON FORBUSH 25.00 CELL, FORTERRA PIPE & PRECAST 18603.26 SUPPLIES, COURTNEY FORTIN

51.68 JURY, FOX & YOUNGBERG, P.C. 612.12 SVC, DAVID FUCHS 51.68 JURY, BETHANY GABEL 101.68 JURY, GALLS, LLC 1466.79 SUP, GLACIAL LAKES RADIATOR 600.00 REPAIRS/MAINT., GLASS PRODUCTS INC. 1735.09 EQUIP, BRENDA GLOVER 103.36 JURY, BECKY GOENS 55.95 TRAV, GRAINGER 46.68 SUP, GREAT AMERICA FINANCIAL SVC 287.14 RENT, GREEN, ROBY, OVIATT, 5376.20 SVC, GWORKS 1769.70 MAINT, JUSTIN HALAJIAN 25.00 CELL, RICK HARTLEY 40.00 UTILITIES, RON HARTLEY 25.00 CELL, DAVE HEDDING 25.00 UTILITIES, MICHAEL HELKENN 20.00 WIT, HILLYARD/SIOUX FALLS 787.25 SUP, ALLEN HOEKMAN 106.72 JURY, RICK HOLINKA 25.00 UTILITIES, LARRY HOWARD 40.00 CELL, HYVEE #1871 ACCTS RECEIVABLE 835.20 SUP, I STATE TRUCK CENTER 1547.47 REPAIRS/MAINT., IMEG 1084.92 REPAIRS/MAINT., INTEGRATED TECH & SECURITY 3527.38 SUP, INTERLAKES COMMUNITY ACTION 1323.50 PMT, JACOBSEN TRUCKING 13737.36 REPAIRS/MAINT., JERDE-HJERMSTAD, LLC 11039.68 REPAIRS/MAINT., JURGENS PRINTING 650.00 SUP, MITCH KALLHOFF 25.00 UTILITIES, MARK KATTERHAGEN 21.00 SVC, KIESLER POLICE SUPPLY 6754.15 SUP, MARK KISELY 62.50 WIT, RICHARD KOHN 25.00 CELL, LAFRAMBOISE CONSTRUCTION 13679.96 SUPPLIES, LAKE CITY FIRE EQUIPMENT 209.14 SUP, J.H. LARSON COMPANY 70.16 SUP, LEWIS & CLARK BHS 368.00 SVC, LEWNO LAW OFFICE 186.50 SVC, LIGHT & SIREN 592.00 SUP, LINCOLN CO TREASURER 1315.60 SVC, DARCY LOCKWOOD 21.00 SVC, JODI LOEHRER 37.00 PMT, STEVEN LOWRY 40.00 CELL, BLUE TARP FINANCIAL, INC 15.17 SUP, MAC'S BLUE TARP CREDIT SERVICE 433.49 SUPPLIES, MACKSTEEL WAREHOUSE, INC. 49.36 REP, MACKSTEEL WAREHOUSE, INC. 135.11 SUPPLIES, THE MAINTENANCE SHOP 1367.30 REP, NICHOLE MARK 53.36 JURY, MARKONE MANUFACTURING 221.10 SUP, MARK'S AUTO 296.95 SVC, RUSSELL MATHEWS 40.00 CELL, MAXWELL FOOD EQUIPMENT 733.69 SUP, TIMOTHY MCELHANY 50.84 JURY, MCGRATH CONSULTING GROUP, INC 5000.00 SVC, MCLEOD'S PRINTING & OFFICE SUP 423.19 SUP, MENARDS 567.07 SUP, MENARDS 35.40 SUPPLIES, MEND CORRECTIONAL CARE 14203.50 SVC, MIDCONTINENT COMMUNICATIONS 426.50 UTIL, MINNEHAHA COUNTY AUDITOR 100.00 SVC, MOE OIL COMPANY 4807.00 SUPPLIES, MICHAEL MORGAN 40.00 CELL, MULTI BUSINESS SOLUTIONS INC 2400.00 SVC, MUNICIPAL UTILITIES 12077.93 UTIL, MUNICIPAL UTILITIES 893.85 UTILITIES, JASON MURRAY 103.36 JURY, NATIONWIDE 595.00 BOND, NEWMAN SIGNS, INC 682.93 SVC, NEWMAN TRAFFIC SIGNS 1199.04 SUPPLIES, SHAWN NILLS 40.00 CELL, LUCAS NOGELMEIER 101.68 JURY, NORTHERN SAFETY TECHNOLOGY 328.85 EQUIP, NORTHLAND CHEMICAL CORP 112.37 REP, NORTHWESTERN ENERGY 295.66 UTILITIES, OFFICE PEEPS, INC. 6700.91 SUP, OFFICE PEEPS, INC. 5509.85 SUP, OFFICE PEEPS 48.48 SUPPLIES, JERROD OLSON 115.00 PMT, OTTERTAIL POWER CO, 46.05 UTILITIES, MICHELLE PEDERSON 25.00 CELL, PETERS DISTRIBUTING, INC 1038.30 REP, SARAH PETERSEN 25.00 CELL, PHARMCHEM INC 1460.85 SUP, PMB 0112 238.66 UTIL, PMB 0112 160.07 UTIL, POMP'S TIRE SERVICE, INC. 3334.80 SUPPLIES, PRAIRIE LAKES HEALTH CARE CENT 5891.37 SVC, PRINT 'EM NOW 215.00 SUP, PROF DEVELOPMENT ACADEMY, LLC 3390.00 TRAV, CHAD RAML 6484.24 REPAIRS/MAINT., JASON RAML 589.68 REPAIRS/MAINT., MICHELLE RAML 52.52 JURY, ANJALI A RANADIVE 2450.00 SVC, JULIA RAUSCH 130.24 JURY, REDLINGER BROS. 90.99 REP, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 89.76 PMT, REILLY REPAIR INC 437.10 REP, BECCA REITER 40.00 CELL, RESERVE ACCOUNT 380.95 SUP, ROBYN RITER 25.00 UTILITIES, RJC CONSTRUCTION, INC 22614.32 REP, RUNNINGS 193.90 SUP, RUNNING SUPPLY INC. 64.99 SUPPLIES, DAWN RUSSELL 40.80 SVC, MARIAH SANDBURG 52.52 JURY, SANFORD HEALTH 4905.00 SVC, TREVER SCHIMMEL 40.00 CELL, SCHRADER'S 87.30 SUP, SCHUMACHER ELEVATOR COMPANY 760.14 MAINT, BRAD SCHWINGER 25.00 UTILITIES, SD ATTORNEY GENERAL'S OFFICE 2580.00 PMT, SD ATTORNEY GENERAL'S OFFICE 933.00 PMT, SD DEPARTMENT OF HEALTH 1945.00 SVC, SD DEPARTMENT OF HEALTH 37.00 SVC, SOUTH DAKOTA DEPT. OF TRANSPOR 27221.98 OTHER EXP., S.D. FEDERAL PROPERTY 312.00 SUP, SD STATE TREASURER 419342.76 DECEMBER REMITTANCE, SDAAO 375.00 DUES, SDACO 1290.00 PMT,

SD ASSOC OF WEED & PEST 50.00 DUES, SDML 85908.03 INS, SDML 7229.97 INS, SDN COMMUNICATIONS 1363.51 UTIL, SD STATE'S ATTORNEYS ASSOC 1467.00 DUES, SDSU EXTENSION 104.55 TRAV, SDSU EXTENSION 546.77 SUP, MELISSA SEARS 25.00 CELL, SECURUS TECHNOLOGIES 3225.23 SUP, HEIDI SELCHERT 25.00 CELL, SERVICEMASTER OF WATERTOWN 850.00 REPAIRS/MAINT., SIOUX RURAL WATER SYSTEM 52.30 UTILITIES, SIOUX VALLEY COOP 7279.67 FUEL, SIOUX VALLEY COOP 13777.17 SUPPLIES, DIANE SOGGE 101.68 JURY, LYNN SOLBERG 40.00 UTILITIES, BRENT SOLUM 40.00 CELL, TOWN OF SOUTH SHORE 132.00 UTILITIES, SOUTH SHORE GAZETTE 681.74 PUB, STEVE STAHLKE 25.00 CELL, STAN HOUSTON 75.00 RENT, STAR LAUNDRY 1623.66 SUP, STAR LAUNDRY 104.20 SUPPLIES, STATE BAR OF SOUTH DAKOTA 415.00 DUES, STEVE'S WORLD 2345.86 REP, STREICHER'S 1893.45 SUP, STURDEVANTS AUTO PARTS 177.39 REPAIRS/MAINT., SUTTON LAW OFFICE PC 20648.62 SVC, SCOTT SWANSON 25.00 CELL, SYMBOLSARTS 550.00 SUP, T&T TRUCKING 10281.00 REPAIRS/MAINT., KIMBERLY THOMPSON 71.00 JURY, THOMSON REUTERS-WEST 1157.94 SVC, PRODUCTIVITY PLUS ACCOUNT 140.27 REPAIRS/MAINT., DOUG TORSTENSON 25.00 UTILITIES, TRAFFIC SAFETY STORE 1226.22 SUP, TRAV'S OUTFITTER INC 165.00 SUP, TRACTOR SUPPLY CO 1356.88 SUP, TWO WAY SOLUTIONS, INC 891.91 SUP, TYLER VARNS 40.00 CELL, VAST BUSINESS 79.99 UTIL, VAST BROADBAND 59.95 UTILITIES, VERIZON WIRELESS 1379.61 UTIL, GREAT WESTERN BANK 80.91 PMT, GREAT WESTERN BANK 275.18 PMT, GREAT WESTERN BANK 103.92 PMT, GREAT WESTERN BANK 1367.08 PMT, GREAT WESTERN BANK 31.28 UTILITIES, LONIE VOGELANG 25.00 UTILITIES, JOSHUA VOLKART 50.84 JURY, WALMART COMMUNITY 15.72 SUPPLIES, WARNE PLUMBING 916.45 REP, TODD WARNE 25.00 UTILITIES, WATERTOWN CITY FINANCE OFFICE 500.00 SVC, WATERTOWN FORD 139.07 REP, WATERTOWN LAWN & GARDEN 90.00 SUP, WATERTOWN PUBLIC OPINION 4372.49 PUB, WHEELCO 743.14 SUP, WHEELCO 72.52 REPAIRS/MAINT., JON WILEY 53.36 JURY, WATERTOWN LANDFILL 7.83 SVC, WW TIRE SERVICE INC 3511.19 REP, WW TIRE SERVICE INC. 736.00 SUPPLIES, XEROX CORPORATION 244.81 SUPPLIES, YANKTON CO. SHERIFF 50.00 SVC, YANKTON CO TREASURER 235.30 SVC, SHANE YOST 40.00 CELL.

AUTOMATIC BUDGET SUPPLEMENT

Motion by Gabel, second by Waterman, to approve an automatic budget supplement, in the amount of \$2,250.00, to the Emergency Management expenditure budget with POD Grant funds received; all voted aye; motion carried.

PERSONNEL CHANGES

Motion by Johnson, second by VanDusen, to approve the following personnel changes: Allison Forbush, Director of Equalization Appraiser II, anniversary step increase, step 11/\$22.95 per hour, effective 12/15/2020, Melissa Sears, Director of Equalization Appraiser II, anniversary step increase, step 11/\$22.85 per hour, effective 12/15/2020; and Heidi Selchert, Director of Equalization Appraiser II, anniversary step increase, step 12/\$23.21 per hour, effective 12/15/2020; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by Gabel, second by VanDusen, to enter into executive session at 10:40 a.m., per SDCL 1-25-2, for a personnel issue and labor contract negotiations; all voted aye; motion carried. The Board returned to regular session at 11:19 a.m. Human Resource Representative, Natalie Remund, was present, for executive session. No action was taken following executive session.

ADJOURNMENT

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 11:19 a.m., until 9:00 a.m., Tuesday, December 22nd, 2020; all voted aye; motion carried.

ATTEST:

Cindy Brugman
Codington County Auditor

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

Published once at the total approximate cost of \$_____

2 1 S C 0 9 _ _ _ _

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
BETWEEN

Codington County Emergency Management
Attn: James Torstenson
P.O. Box 12
Watertown, SD 57201
605-882-6272

South Dakota Department of Health
Division of Health Systems Dev. and Regulation
Office of Public Health Preparedness and Response
600 East Capitol Avenue
Pierre, SD 57501
605-773-3361

Referred to as "Consultant"

Referred to as "State"

State and Consultant hereby enter into a contract for Professional Services.

I. CONSULTANT

- A. The term of this Contract shall begin October 1, 2020 and end May 31, 2021.
- B. Consultant is not a full or part-time employee of State or any agency of the state of South Dakota.
- C. Consultant, 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.
- D. Consultant will not use equipment, supplies or facilities owned by the state of South Dakota.
- E. Consultant will not purchase capital assets or equipment using State funds.
- F. Consultant agrees to:
 - 1. Creation and implementation of a Subcommittee to provide a Systematic review of the POD Plan, enhancing the captured knowledge and details of the Plan with past and newly joining committee members.
 - 2. Enhance the improvement of full-scale exercises by practicing the utilization of key individuals, resource needs, educational improvements, staffing adjustments, and planning preparations.
 - 3. Continuation of detail updates and research of locations in reference to the POD plan sites, with focus on capturing any changes in current facilitation sites, and/or to new or added facilitator sites as needed.
 - 4. Increase active participation by committee members and the 21 Key Positions, focusing energy on the opportunities for involvement of those individuals, as well as HAN information updates.
 - 5. Hold meetings and/or subcommittee meetings at least quarterly and as needed, to align planning details with key individuals.

6. Hold annual training for key positions and general volunteers to familiarize general scope and goals of the POD plan and the Codington County POD group.
 7. Ensure Full Scale exercises are appropriately staffed, role expectations and education are clear, and supplies and/or equipment supplied appropriately matches the expectations for the assigned job.
- G. **INSURANCE:** Consultant agrees, at its sole cost and expense, to maintain the following insurance:
1. Commercial General Liability Insurance:
Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
 2. Professional Liability Insurance:
Consultant shall procure and maintain professional liability insurance with a limit of not less than one million dollars.
 3. Business Automobile Liability Insurance:
Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
 4. Worker's Compensation Insurance:
Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
 5. Certificates of Insurance:
Before beginning work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by State.
- H. Consultant agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Consultant to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- I. This contract does not require Consultant to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

II. STATE

- A. State will pay, upon the State’s satisfaction that the payments are in accordance with all items of the contract, up to \$10,000.00. 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.
- B. State will not pay Consultant expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$10,000.00
- D. Payment will be made consistent with SDCL Ch. 5-26.
- E. 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.
- F. State agrees to:
 - 1. Make quarterly payments of \$1,000.00 for facilitation of points of dispensing planning meeting and Incident Command System, POD and Health Alert Network Training, upon receipt of an invoice and documented meeting agenda and minutes.
 - 2. Make payment for remaining contract deliverables in the quarter of completion upon receipt of an invoice and a report or other documentation to support completion of contract deliverable, as follows:

Annual Exercise	Full Scale Exercise Design and implementation assistance as needed, Vendor cost, Facilitation of full scale, and completion of the After-Action Report	\$3,000.00
POD Plan	Review of POD Plan documents, distribution of materials and supplies, Material printing, Consultant fee’s as needed, and meeting expenses.	\$2,000.00
POD Inventory Management-Equipment/Supplies	Inventory purchase and replacement, storage of supplies/equipment, General upkeep of trailers, new supply management, and alternating materials.	\$3,000.00

Training	Incident Command System (ICS) and POD, HAN training and updates, Electronic training, Updates and distribution of POD plans.	\$1,000.00
Local Facilitator	Facilitator expense to complete and/or facilitate meetings, Complete/assist with upkeep on recommended improvements to the POD Plan.	\$1,000.00

III. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Consultant Contact Person on behalf of Consultant, 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.
- E. **ASSURANCES:** The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, 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, 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, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. **RESTRICTION OF BOYCOTT OF ISRAEL:** 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.
- G. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Consultant agrees that neither Consultant, nor any of Consultant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Consultant will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Consultant, or any of Consultant's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Consultant further agrees that if this contract involves federal funds or federally mandated compliance, then Consultant is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- H. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.


- I. **NONASSIGNMENT/SUBCONTRACTING:** Consultant shall not assign this contract, or any portion thereof, without the prior written consent of State. Consultant's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Consultant may not use subcontractors to perform the services described herein without the express prior written consent of State. Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Consultant will cause its subcontractors, 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.
- J. **FEDERAL AND STATE LAWS:** Consultant agrees that it will comply with all federal and state laws, rules and regulations as they 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 prohibited by state or federal law.
- K. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Consultant's business, will become the sole property of State. State hereby grants Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Consultant's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Consultant shall be delivered to State upon completion or termination of services under this contract.
- L. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Consultant 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 Consultant or State to liability. Reporting to State under this section does not satisfy Consultant's obligation to report any event to law enforcement or other entities as required by law.
- M. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- N. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Consultant), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.


Failure to complete audit(s) as required 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 completed satisfactorily.
- O. **FORCE MAJEURE:** Neither Consultant 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.
- P. **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 Consultant.
- Q. **RECORD RETENTION/EXAMINATION:** Consultant agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- R. **LICENSING AND COMPLIANCE:** The Consultant 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 Consultant 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 Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

- S. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant 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. Consultant 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. Consultant 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. Consultant 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 Consultant; (ii) was known to Consultant 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 Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant 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. Consultant 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 if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Consultant 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 contract 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. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.
- T. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions 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. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- U. **RECYCLING.** State strongly encourages Consultant to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

DocuSigned by:

 Lynne Valenti, Deputy Secretary
 Division of Health Systems Dev. and Regulation
 Department of Health


10/22/2020
Date

DocuSigned by:

 Consultant Signature

10/22/2020
Date

Jamie Torstenson

Print or Type Consultant Name

DocuSigned by:

 Darcy McGuigan
 Director, Division of Finance
 Department of Health

10/22/2020
Date

State Contact Person: Adam Frerichs Phone: 605-280-9412

Consultant Contact Person: James Torstenson Phone: 605-882-6272

The following shall be completed by the Consultant:

Nonprofit Profit
 Consultant fiscal year beginning Oct. and ending May

The following shall be completed by the State:

MSA Account code 5204

Fund Source Name:	Fund Source Name:	Fund Source Name:
CFDA No: 93.074	CFDA No:	CFDA No:
Program: 0903005-208	Program: 0901001-	Program: 0901001-
CO: 2018-Federal \$10,000.00	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other	3047-Other
1000-General	1000-General	1000-General

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

CONTRACT

This Agreement, made and entered into this 15th day of December, 2020 between the Codington County Commission, Watertown, South Dakota, hereinafter called the *Owner*, and Kriech Construction., hereinafter called the *Contractor*:

WITNESSETH: That the said contractor having been awarded the contract for:

RIP RAP PROJECT 8-1 STINK LAKE 4-1
Codington County, South Dakota

In accordance with the bid thereof, which is bound herewith, for, in consideration of the premises, of the covenants and agreements and of the payments herein specified to be made and performed by the Owner. The Contractor hereby agrees, under the guarantees and penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of this agreement, to and with the Owner to undertake and execute all of the said named work in good, substantial and workman-like manner, furnish all the materials, all tools and labor necessary to properly perform and complete the project ready for use in strict accordance with the attached *Plans and Specifications*, and any revisions thereto in effect at the time of the signing of this contract and to accept as full compensation therefore the unit prices named in the bid attached hereto and made a part hereof.

2. The prices named in the bid attached hereto are for the completed work and include the furnishing of all materials, labor, tools and appliances, expenses, direct or indirect connected with the proper execution of the work in accordance with the *Plans and Specifications* for the work and maintaining the same until it is accepted by the Owner.

3. It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any Subcontractor shall not require any worker employed in the performance of this contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined under construction safety and health standards, and must comply with drug testing requirements in accordance with D.O.T. anti-drug regulations.

4. During the performance of this contract, the Contractor, for himself, his assignees and successors in interest, hereinafter referred to as the *Contractor*, agrees to the following:

A. **HOLD HARMLESS INSURANCE**

Contractor to hold harmless the Owner for any and all actions arising performing this project, and Contractor further states and acknowledges under oath that Contractor is self-employed as an independent contractor and is not employed by Codington County, and therefore when contracting or subcontracting work for the County, that Codington County is in no way responsible or liable for liability insurance, worker's compensation insurance, federal unemployment taxes, federal income taxes, state income taxes, or social security taxes on Contractor or any Contractor's employees, or any person or persons to which Contractor subcontracts work. Contractor will be personally liable for records and payments of the above listed insurances and taxes on Contractor and Contractor's employees. Contractor will provide Codington County with a valid certificate of insurance stating that Contractor has public liability and worker's compensation insurance coverage on anyone employed by Contractor.

B. BREACH OF CONTRACT TERMS & SANCTIONS

Contracts/subcontracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. A sample clause is:

Any violation or breach of the terms of this contract on the part of Contractor/Subcontractor may result in the suspension or termination of this contract or other such action which may be necessary to enforce the rights of the parties of this agreement.

C. CONTRACT TERMINATION

This contract may be terminated by the Owner for default or any other condition or circumstances beyond the control of the Contractor. Termination conditions, the manner by which it will be effected and the basis for settlement are as follows:

This agreement may be terminated by either party upon fifteen days written notice, in the event of substantial failure to perform in accordance with the terms hereof by one party through no fault of the other party. If this agreement is so terminated, the Contractor shall be paid in the amount which he has earned up to such date of termination including any reimbursement or terminal expenses then due under the terms of this agreement. Upon termination, the Owner shall be entitled to all work for which there has been payment made to the Contractor and they shall become the property of the Owner. Unless this agreement has been terminated as hereinbefore provided, it shall terminate on completion of the scope of work as defined in the plans and specifications and on final payment of all fees under this agreement by the Owner.

5. This contract with all its forms, plans, specifications and provisions shall

be binding upon heirs, executor, administrator, or assigns of said Contractor and upon the successors or assigns of said Owner as much as if each and all of them had been specifically mentioned.

6. Work shall be completed during the period of December 16, 2020 to February 28, 2021. In the event that the Contractor fails to complete the work in accordance with the time of completion as set forth herein, the Contractor shall be assessed liquidated damages as set forth in The SDDOT Standard Specifications for Roads and Bridges, 2015 edition.

IN WITNESS WHEREOF: The Chairman having made and executed this contract on behalf of Codington County and caused the seal of said Codington County Commissioners to be hereto affixed and the Contractor has hereunto set his hand and seal the day and year first written above.

(SEAL)

ATTEST _____

BY _____

TITLE _____

TITLE _____

(SEAL)

ATTEST _____
Codington County Auditor

BY _____
Chairman, Codington County

Cindy Brugman

From: Shawna Constant - Dir Equalization
Sent: Monday, December 14, 2020 12:13 PM
To: Cindy Brugman
Subject: Surplus

This is a list of the computer equipment that we just had replaced. They are surplus to be destroyed.

2020 - Surplus to be destroyed

HP Monitor S/N 3CQ2281CQ7	Front counter
HP Tower S/N MXL33833BB	Front counter
HP Keyboard S/N BDAEB0BCP4W2D9	Front counter
HP Mouse S/NFATSQ0EDR1BXK3	Front counter
HP Monitor S/N CNK8180RHD	Diane's desk
HP Tower S/N 2UA4122G5C	Diane's desk
HP Monitor S/N CNC141Q4C8	Sara's Desk
HP Compaq Tower S/N 2UA4122MV9	Sara's Desk
HP Monitor S/N CNC141Q45Q	Heidi's Desk
HP Tower S/N MXL33833B8	Heidi's Desk
HP Mouse FCGLH0D5D4XLAP	Heidi's Desk
HP Keyboard S/N BDMGH0CVB8S5G0	GIS

Shawna Constant, CAA
Codington County Director of Equalization
14 1st Ave SE, Watertown, SD 57201
(605) 882-6274 or (605) 882-6279

11/03/2020

MISCELLANEOUS RECEIPT # 170198

CODINGTON COUNTY TREASURER
14 FIRST AVENUE S.E.
WATERTOWN, SD 57201
(605) 882-6285

STATE OF SOUTH DAKOTA
JUVENILE JUSTICE REINVESTMENT
INITIATIVE FY2020 SUBMISSION

TOTAL: 18,632.04

Ck/Cash: 600033566

Receipt for: REINVESTMENT INITIATIVE

Account #	Account Description	Line Amount
101 - 0 - 334.06	JUV JUSTICE REINV INITIATIVE	18,632.04

Linda S Wika

County Treasurer / Deputy

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME :		DATE:
Kathie Moes		12/8/2020
EFFECTIVE DATE:	POSITION TITLE:	DEPARTMENT:
01/01/2021		State's Attorney
CURRENT STEP:	NEW STEP:	
Step 3	Step 4	
CURRENT PAY RATE:	NEW PAY RATE:	
Step 3 \$16.45 / \$2289.84 (2020)	Step 4 16.96 (2020 rate)	
REASONS FOR CHANGE:		
Change from 80% time to 100% time		

EMPLOYEE SIGNATURE Kathie Moes

DEPARTMENT HEAD SIGNATURE Rebecca

DATE 12/14/2020

COUNTY COMMISSIONERS _____

DATE _____

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

FILED

DEC 14 2020