

AGENDA
Codington County Board of Commissioners
Codington County Courthouse, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, February 16, 2021

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 February 16, 2021 agenda
5. Action to approve the minutes of February 9, 2021
6. Monthly reports
 - a. Facilities Manager
 - b. Highway Supt.
7. Opening of bids for Highway supplies and Weed chemicals and action to award bids
8. Action to authorize the Chair to sign an SLA Emergency Management performance - COVID-19 supplemental grant agreement
9. Action to approve an amendment to the 2020 program services contract between Codington County and SDHDA
10. Action to approve new program services contract between Codington County and SDHDA
11. Action to approve claims for payment
12. Action/possible discussion on COVID-19 practices, procedures, policy
13. Action to approve automatic budget supplements
14. Action to approve personnel changes
15. Action to approve travel requests
16. Public Notices – a possible quorum of Commissioners could be in attendance at:
 - a. Legislative Cracker Barrel – various dates
17. Old Business
18. New Business
19. Open
 - a. Public Comments
 - b. Commission Comments
20. 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)
21. Action to adjourn until 9:00 a.m., Tuesday, February 23, 2021; 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

February 9, 2021

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, February 9, 2021, at the Codington County Courthouse. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair, Brenda Hanten, presiding. Chair Hanten 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 February 9, 2021 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of February 2, 2021; all voted aye; motion carried.

MONTHLY REPORTS

Auditor, Cindy Brugman, reported preparation of the annual report is underway and legislative bills pertaining to elections are being tracked. **Director of Equalization, Shawna Constant**, reported work on building permits is being finished up and names, addresses, sales, and property cards are being updated before assessment notices are mailed out prior to March 1. Discussion was also held regarding legislative bills pertaining to updating the qualifications for properties that qualify for agricultural classification, agricultural exemptions, and properties that qualify as riparian buffer strips. A brief discussion was held regarding the procedures and dates for appealing assessment notices. **Welfare Assistant, Kari Kraayenbrink**, provided the Board with a report of services and referrals to other agencies for the month of January including the following: 31 clients were assisted; 5 for utilities, 17 housing, 5 burials, and 4 medical; cost avoidance \$4,225.00 and costs incurred \$9,102.00. Ms. Kraayenbrink advised the Board that the new Cares Act funding is online as of February 8th. Contracts for the extension of the original funding and the new funding will be forthcoming for action by the Board.

AUDITOR'S ACCT. W/TREASURER AND REGISTER OF DEEDS FEES

Motion by VanDusen, second by Waterman, to approve the Auditor's Account of the cash and cash items in the hands of the County Treasurer as of the last business day of January, all present voted aye; motion carried.

Cash on hand	\$ 12,916.00
Checks in Treasurers' possession	
less than 3 days	\$ 102,228.45
Credit Card Charges	\$ 7,093.90
Cash Items	\$ 325.62
TOTAL CASH ASSETS ON HAND	\$ 122,563.97
RECONCILED CHECKING	
Great Western Bank Checking (Memorial Park)	\$ 1,915.90
Reliabank Dakota	\$25,992,959.29

Codington County, February 9, 2021

INVESTMENTS

SD Public Funds Investment	\$ 7,254.43
TOTAL CASH ASSETS	\$26,124,693.59
General Ledger Cash Balance by Funds:	
General	\$15,502,617.22
General restricted cash	\$ 500,000.00
Sp. Revenue	\$ 7,507,646.36
Custodial	\$ 2,614,430.01
(schools 1,595,257.99, townships 104,394.11; city/towns 309,280.22)	
TOTAL GENERAL LEDGER CASH	\$26,124,693.59

The Board noted Register of Deeds fees in the amount of \$38,420.40 were collected in the month of January 2021.

MEMORIAL PARK RULES AND REGULATIONS

Facilities Manager, Steve Molengraaf, presented the Board with an updated list of rules and regulations for Memorial Park. Motion by Gabel, second by VanDusen, to approve the list of rules and regulations. Discussion was held and Mr. Molengraaf specified two new rules:

No personal property may be attached to County property. However, temporary signs or flag stands are permitted to be put into the ground on the camp site. Signs and flags may not be affixed to trees or posts, etc.

Gas or electric powered ATVs, scooters, and golf carts may only be operated by licensed drivers. ATVs, scooter and golf carts shall not carry more passengers than recommended by the vehicle manufacturer. Upon vote of the Board; all voted aye; motion carried.

PRESIDENTS' DAY OFFICE CLOSURES

The Board noted all County offices and buildings will be closed on Monday, February 15, 2021, in observance of Presidents' Day.

CLAIMS

Motion by VanDusen, second by Johnson, to approve for payment the following list of claims; all voted aye; motion carried: A-OX WELDING 160.57 SUPPLIES, ACCREDITATION, AUDIT AND 150.00 SVC, A&B BUSINESS SOLUTIONS 2101.33 MAINT, ABC LOCK & KEY 9.00 SUP, AGTERRA TECHNOLOGIES 800.00 SVC, ALCOHOL MONITORING SYSTEMS 164.30 SVC, ALS 764.00 SUP, LUKE ANDERSON 12.52 JURY, JEFFREY ARGO 25.00 CELL, ARROW PAPER 185.32 SUP, AUSTIN LAW OFFICES 839.80 SVC, AVERA OCCUPATIONAL MEDICINE - 220.65 REPAIRS/MAINT., ALISON BAKKEN 40.00 CELL, MARIE H BALES 338.20 SVC, BANNER ASSOCIATES, INC 4734.50 REPAIRS/MAINT., TAYLER BARTELS 26.80 JURY, BATTERIES UNLIMITED 130.00 SUP, BATTERIES UNLIMITED 220.00 REPAIRS/MAINT., BEACON CENTER 2000.00 PMT, RAMONA BEARHILL 58.40 JURY, ALLEN BENCK 25.00 CELL, SHANNON BINSFELD 11.68 JURY, BRYAN BLEEKER 25.00 CELL, JESSICA BOCK 11.68 JURY, RONALD BOHLS 18.40 JURY, PAMELA BOLTON 10.84 JURY, RICK BORKHUIS 10.00 JURY, BORNS GROUP 16.24 POST, BORNS GROUP 8595.33 POST, JANET BOYER-STEUCK 11.68 JURY, BOYS & GIRLS CLUB 1541.67 PMT, REBEKAH BRASEL 11.68 JURY, ELTON BRESSON 10.84 JURY, JERRY BUNDE 50.84 JURY, VALERIE BURGHER 11.68 JURY, ELLEN BURNS 15.04 JURY, BURNS LAW OFFICE 3000.00 SVC, MADALYN BUSCH 51.68 JURY, RANDALL BUSSKOHL 35.20 JURY, SHAWNA CARTER 321.00 GYM, JEFF CASE 25.00 CELL, CASHWAY LUMBER INC. 38.94 REP, CENTURLINK 679.80 UTIL, CERTIFIED LANGUAGES 57.75 SVC, CHILD'S VOICE ROUTE #6361 450.00 SVC, CLAUSEN & SONS CONSTRUCTION LL 2428.60 REPAIRS/MAINT., CODINGTON-CLARK ELECTRIC COOPE 35.62 UTILITIES, COLE PAPERS, INC. 1874.33 SUP, COLE'S PETROLEUM 16724.27 SUPPLIES, DOUG COMES 23.44 JURY, COMPASS COUNSELING

3600.00 SVC, CONNECTING POINT COMPUTER CENT 8855.00 SUP, CONNECTING POINT 35.00 REPAIRS/MAINT., CONSOLIDATED CORRECTIONAL 12808.80 SUP, SHAWNA CONSTANT 102.99 PMT, TARA COPLAN 63.44 JURY, WILLIAM CORDELL 12.52 JURY, COUNTY FAIR FOODS 11.76 SUP, CRAWFORD-OSTHUS FUNERAL CHAPEL 9102.00 SVC, CREDIT COLLECTIONS BUREAU 645.09 PMT, CREDIT COLLECTIONS BUREAU 342.16 PMT, TIMOTHY CROUSE 22.60 JURY, CULLIGAN WATER CONDITIONING 294.25 SUP, MATTHEW DARGATZ 25.00 CELL, DATA TRUCK 29.99 UTIL, BRIAN DAVEY 10.84 JURY, COURTNEY DAVIS 12.52 JURY, DONNA DETTMANN 12.52 JURY, ROGER DEVINE 11.68 JURY, D K DIESEL INJECTION 1691.62 REPAIRS/MAINT., JAMIE DOLEN 25.00 CELL, EIGHT TEN PROPERTIES, LLC 1740.00 RENT, ELECTRIC MOTORS & MOORE INC 186.00 REP, ELLYSON LAW OFFICE 752.00 SVC, EMC INSURANCE COMPANIES 218.00 INS, TROY ENGELS 50.00 JURY, MARIA ESCAMILLA 265.00 PMT, WILLIAM EUBANK 55.88 JURY, RANDALL G. FALVEY 25.00 CELL, FARNAMS GENUINE PARTS 505.24 SUPPLIES, LUKE FAWCETT 10.84 JURY, FEDEX 23.34 SVC, WAYNE FIEBELKORN 11.68 JURY, FISHER SAND & GRAVEL CO. 1556.11 SUPPLIES, FLOORS & MORE 1055.00 SUP, TOWN OF FLORENCE-PEGGY LINDAHL 78.20 UTILITIES, JOSHUA FLOREY 11.68 JURY, ALLISON FORBUSH 180.98 PMT, JAMIE FORMANEK 10.84 JURY, COURTNEY FORTIN 51.68 JURY, KEITH FOX 14.20 JURY, MARY FRANSEN 81.52 GYM, DAVID FUCHS 51.68 JURY, JULIE FUERSTENAU 12.52 JURY, BETHANY GABEL 50.84 JURY, GALLS, LLC 90.41 UNIF, GANNON HOLDINGS LLC OHIO 204.91 SUB, KRISTINE GAST 11.68 JURY, GLACIAL LAKES & PRAIRIES TOUR. 750.00 SVC, BRENDA GLOVER 51.68 JURY, GRAINGER 718.79 REP, GINA GRANT 11.68 JURY, GREEN, ROBY, OVIATT, 5290.00 SVC, JEFFERY GROSS 18.40 JURY, RYAN GRUND 11.68 JURY, JUSTIN HALAJIAN 25.00 CELL, JOHN HANSON 52.52 JURY, BRENDA HANTEN 420.00 GYM, BRUCE HANTHORN 10.84 JURY, RICK HARTLEY 40.00 CELL, RON HARTLEY 25.00 CELL, JOSEPH HAUCK 15.04 JURY, PAUL HAUGEN 12.52 JURY, JILL HAUGER 10.84 JURY, LACEY HEAD 13.36 JURY, DAVID HEDDING 25.00 CELL, BRADLEY HEESCH 12.52 JURY, ERIC HENKENSIEFKEN 12.52 JURY, LINDA HENRICHS 33.52 JURY, TOWN OF HENRY 151.31 UTILITIES, HILLYARD/SIOUX FALLS 404.96 SUP, ALLEN HOEKMAN 53.36 JURY, KACEE HOFFMAN 13.36 JURY, BRUCE HOLIDA 17.56 JURY, RICK HOLINKA 25.00 CELL, HOMETOWN BUILDING CENTER 68.91 REPAIRS/MAINT., LARRY HOWARD 40.00 CELL, ALYSSA HUTCHINSON 11.68 JURY, HYVEE #1871 ACCTS RECEIVABLE 2855.57 SUP, I STATE TRUCK CENTER 95.90 REPAIRS/MAINT., INTERLAKES COMMUNITY ACTION 5975.86 PMT, JONATHAN IVERSON 10.84 JURY, JOE JANISCH 11.68 JURY, HEATHER JOHNSON 10.84 JURY, SCOTT JONGBLOED 14.20 JURY, JOURNAL TECHNOLOGIES, INC 1599.63 SVC, JURGENS PRINTING 98.00 SUP, MITCHELL KALLHOFF 25.00 CELL, KENDRA KELLOGG 17.56 JURY, LAWRENCE KELLOGG 18.40 JURY, KIMBALL MIDWEST 406.88 SUPPLIES, RICHARD KOHN 25.00 CELL, KRIECH CONSTRUCTION 176154.65 SUPPLIES/REPAIRS, MEGAN LAFROMBOISE 40.00 CELL, LAKE AREA DOOR 7590.27 REPAIRS/MAINT., LAKE CITY FIRE EQUIPMENT 238.55 REP, JUDY LAMMERS 52.52 JURY, KELLI LARDY 12.40 SVC, RONALD LAWRENCE 13.36 JURY, LEWIS & CLARK BHS 184.00 SVC, LEWNO LAW OFFICE 81.50 SVC, LINCOLN CO TREASURER 650.35 SVC, ANASTASIA LITTLE 14.20 JURY, JODI LOEHRER 25.00 CELL, STEVEN LOWRY 154.55 PMT, TERESA LUTZ 26.80 JURY, BLUE TARP FINANCIAL, INC 14.18 SUP, MAC'S BLUE TARP CREDIT SERVICE 98.50 SUPPLIES, CALVIN MACK 26.80 JURY, TERESA MADSEN 18.40 JURY, JASON MARK 12.52 JURY, NICOLE MARK 53.36 JURY, MICHELLE MASLOSKI 18.40 JURY, RUSSELL MATHEWS 40.00 CELL, MAXWELL FOOD EQUIPMENT 112.17 SUP, ARLA MAYNARD 14.20 JURY, TIMOTHY MCELHANY 50.84 JURY, SCOTT MCGUIRE 11.68 JURY, MCLEOD'S PRINTING & OFFICE SUP 512.47 SUP, DIANNA MEISENHEIMER 10.00 JURY, MENARDS 474.63 SUP, MENARDS 76.14 SUPPLIES, MEND CORRECTIONAL CARE 28407.00 SVC, MIDCONTINENT COMMUNICATIONS 352.02 UTIL, MINNEHAHA COUNTY AUDITOR 233.30 SVC, RACHEAL MOHR 51.68 JURY, MARNA MOHRMANN 10.84 JURY, MICHAEL MORGAN 40.00 CELL, MOTOROLA SOLUTIONS, INC 29365.44 GRANT, GARY MUDDER 10.84 JURY,

CALVIN MUELLER 24.28 JURY, MULTI BUSINESS SOLUTIONS INC 2400.00 SVC, MUNICIPAL UTILITIES 11865.52 UTIL, MUNICIPAL UTILITIES 1249.84 UTILITIES, MUTH ELECTRIC 134.81 REP, MUTH ELECTRIC 940.00 REPAIRS/MAINT., RITA NELSON BERGH 26.80 JURY, NEWMAN TRAFFIC SIGNS 373.46 SUPPLIES, SHAWN NILLS 40.00 CELL, ANNA NOELDNER 51.68 JURY, LUCAS NOGELMEIER 50.84 JURY, NORTHLAND CHEMICAL CORP 149.30 SUP, NORTHWESTERN ENERGY 484.80 UTILITIES, NATIONAL SHERIFFS' ASSOCIATION 135.00 DUES, JEANIE OCHSENDORF 116.55 GYM, JOHN OCONNOR 51.68 JURY, OFFICE PEEPS, INC. 5721.06 SUP, OFFICE PEEPS 118.90 SUPPLIES, JERROD OLSON 239.53 PMT, JESSE OLSON 10.84 JURY, OTTERTAIL POWER CO, 59.00 UTILITIES, COLLIN PALMQUIST 15.88 JURY, MICHAEL PAULSON 10.00 JURY, MICHELLE PEDERSON 25.00 CELL, PENNINGTON COUNTY JAIL 248.02 TRAV, PERFORMANCE TOWING 85.00 SVC, MARILYN PETERSEN 11.68 JURY, PHARMCHEM INC 132.20 SUP, PHEASANTLAND INDUSTRIES 1051.42 SUPPLIES, JORDAN POPHAM 51.68 JURY, NANCY POPOWSKI 18.40 JURY, PRAIRIE LAKES HEALTH CARE CENT 3321.02 SVC, PRINT 'EM NOW 553.00 SUP, PRINT EM NOW 198.00 SUPPLIES, ALEXIS PURVIS 11.68 JURY, DON RAGELS 14.20 JURY, MICHELLE RAML 52.52 JURY, ANJALI A RANADIVE 6300.00 SVC, JULIA RAUSCH 65.12 JURY, REDLINGER BROS. 107.15 REP, ADAM REEVES 40.00 CELL, REBECCA MORLOCK REEVES 40.00 CELL, REYNOLDS LAW LLC 659.60 SVC, NICOLE RISLOV 10.84 JURY, ROBYN RITER 25.00 CELL, ROBERT RONDELL 14.20 JURY, RON'S SAW SHOP 390.50 SUPPLIES, DARLENE ROSENTHAL 13.36 JURY, RUNNINGS 39.99 SUP, RUNNING SUPPLY INC. 98.27 SUPPLIES, MARIAH SANDBURG 52.52 JURY, TANYA SCHEIDT 11.68 JURY, TREVER SCHIMMEL 40.00 CELL, ROSE SCHMIG 26.80 JURY, LINDA SCHMIT 14.20 JURY, BRAD SCHWINGER 25.00 CELL, SD ATTORNEY GENERAL'S OFFICE 520.00 PMT, SD ATTORNEY GENERAL'S OFFICE 3521.00 PMT, SD DEPARTMENT OF HEALTH 4895.00 SVC, SD DEPT OF LABOR & REGULATIONS 1018.50 PMT, SOUTH DAKOTA DEPT. OF TRANSPOR 66964.98 OTHER EXP., S.D. FEDERAL PROPERTY 160.00 SUP, SOUTH DAKOTA FEDERAL PROPERTY 209.00 SUPPLIES, SD STATE TREASURER 557669.07 FEBRUARY REMITTANCE, SDACO 220.00 REG, SDACO 1118.00 PMT, SDN COMMUNICATIONS 1363.51 UTIL, MELISSA SEARS 25.00 CELL, SECURUS TECHNOLOGIES 5118.80 SUP, HEIDI SELCHERT 25.00 CELL, SHERWIN WILLIAMS 96.18 SUP, SIOUX RURAL WATER SYSTEM 52.30 UTILITIES, SIOUX VALLEY COOP 4086.75 FUEL, SIOUX VALLEY COOP 692.83 SUPPLIES, SIOUX VALLEY GREENHOUSES 70.00 REP, LYNN SOLBERG 40.00 CELL, BRENT SOLUM 40.00 CELL, TOWN OF SOUTH SHORE 66.00 UTILITIES, SHEILA STAHL 11.68 JURY, STEVE STAHLKE 25.00 CELL, STAR LAUNDRY 3058.81 SUP, STAR LAUNDRY 104.20 SUPPLIES, STATE BAR OF SOUTH DAKOTA 625.00 SUB, ANDREW STEMWEDEL 10.84 JURY, MARTY STEMWEDEL 26.80 JURY, STURDEVANTS AUTO PARTS 320.26 REPAIRS/MAINT., MARITA STURM 18.40 JURY, KEVIN STUTZMAN 14.20 JURY, SUTTON LAW OFFICE PC 17916.67 PMT, SCOTT SWANSON 25.00 CELL, JESSICA TENEYCK 17.56 JURY, SARAH TESCH 77.99 GYM, KIMBERLY THOMPSON 71.00 JURY, THOMSON REUTERS-WEST 565.82 SUP, PRODUCTIVITY PLUS ACCOUNT 8690.76 REPAIRS/MAINT., DOUGLAS D. TORSTENSON 25.00 CELL, JAMES TORSTENSON 61.00 REIMB, TRANSOURCE TRUCK & EQUIPMENT 49.10 REPAIRS/MAINT., TRUGREEN 620.80 MAINT, KIRBY TSCHAKERT 30.16 JURY, PENNY TUPPER 15.04 JURY, TWO WAY SOLUTIONS, INC 164.99 SUP, TYLER TECHNOLOGIES, INC 5614.34 SVC, KYLIE VANDEZANDE 51.68 JURY, TYLER VARNS 40.00 CELL, VAST BROADBAND 59.95 UTILITIES, CURT VAVRUSKA 53.36 JURY, VERIZON WIRELESS 1580.44 UTIL, DAWN VOELSCH 15.88 JURY, MARLONIE VOGELSANG 25.00 CELL, STACIE VOLESKY 11.68 JURY, JOSHUA VOLKART 50.84 JURY, MARLES WALDER 50.00 JURY, WALMART COMMUNITY 170.95 SUP, WARNE PLUMBING 5657.47 REP, TODD B WARNE 25.00 CELL, WATERTOWN AMBULANCE 1000.00 SVC, WATERTOWN CITY 22146.88 E-911, WATERTOWN WHOLESALE 73.20 SUPPLIES, JOSHUA WEYH 11.68 JURY, WHEELCO 84.40 REPAIRS/MAINT., SHARON WHITE 20.00 WIT, WIGHT & COMES FUNERAL CHAPEL 2575.00 SVC, TOM WIGHT 10.00 REF, JON WILEY 53.36 JURY, LAIKE WIRTJES 18.40 JURY, CHAD WOJAHN 10.84 JURY,

ELIZABETH WOOKEY 17.56 JURY, WATERTOWN LANDFILL 2.20 MAINT, WW TIRE SERVICE INC 289.59 REP, XEROX CORPORATION 127.91 SUPPLIES, YANKTON CO. SHERIFF 50.00 SVC, YANKTON CO TREASURER 122.50 SVC, SHANE YOST 40.00 CELL, KATHY YOUNG 96.57 GYM, ACUITY SPECIALTY PRODUCTS, INC 148.35 SUPPLIES.

PERSONNEL CHANGES

Motion by VanDusen, second by Gabel, to approve the following personnel change: Ashley Lindner, Treasurer's office Clerk; anniversary step increase, step 8/\$19.25 per hour, effective 2/15/2021; all voted aye; motion carried.

TRAVEL REQUESTS

Motion by Johnson, second by Gabel, to approve the following travel request: Auditor, SDACO workshop; all voted aye; motion carried.

HAUL ROAD ASSESSMENTS

Highway Supt., Rick Hartley, advised the Board that Banner Associates has completed a post project haul road assessment of County roads used during wind energy projects. Mr. Hartley noted a number of the roads have not been restored to pre-project condition and the County will need legal representation to address these issues.

SLEEP IN HEAVENLY PEACE PROGRAM

Commissioner VanDusen, on behalf of the entire Board, expressed appreciation to the Deputies in the Sheriff's office who recently assisted with the building of bunk beds for the Sleep in Heavenly Peace program.

2021 LEGISLATIVE SESSION

The Board reviewed a number of legislative bills which pertain to Counties.

EXECUTIVE SESSION

Motion by VanDusen, second by Gabel, to enter into executive session at 10:21 a.m., per SDCL 1-25-2, for a contract discussion; all voted aye; motion carried. The Board returned to regular session at 10:52 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 Gabel, second by VanDusen, to adjourn at 10:52 a.m., until 9:00 a.m., Tuesday, February 16, 2021; 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 \$ _____

Codington County, February 9, 2021

NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Codington County, South Dakota, will receive bids up to 9:00 AM in the morning on Tuesday, February 16, 2021 at the office of the Codington County Auditor, 14 First Avenue SE, Watertown, South Dakota 57201, for the following:

Items to be furnished during the period from March 1, 2021 to February 28, 2022.

All items to be delivered to locations within Codington County as required by the County Highway Department.

1. Concrete Pipe
2. Corrugated Metal Pipe
3. Bridge Lumber
4. Diesel and Ethanol
5. Liquid Asphalt
6. Pea Gravel
7. Gravel Crushing
8. Asphalt Patching Material
9. Weed Chemicals

GENERAL NOTES: All materials shall meet the Standard Specifications for Roads and Bridges of the South Dakota Department of Transportation. Certification shall be provided on all bid items stating that they meet or exceed the standard specifications when the Codington County Highway Department requests such certificates. Tax exempt certificates will be furnished by Codington County.


A bid bond or certified check will be waived as provided by S.D.C.L. 5-18-6.1

By virtue of statutory authority, preference will be given to materials produced or supplies that are found, produced or manufactured within the State of South Dakota.


The Board of Commissioners reserves the right to reject any or all bids.

Dated this 12th day of January, 2021

ATTEST



County Auditor



Chairman, Board of Commissioners

SPECIFICATIONS FOR 9:00 AM LETTING

Items to be furnished during the period from March 1, 2021 to February 28, 2022. All items to be delivered to locations within Codington County or as noted below.

1. **CONCRETE PIPE:** All pipe sizes including deformed or arch and flared ends. Pre-cast and pre-stressed bridge deck, concrete abutment plank and box culverts.

2. **CORRUGATED METAL PIPE:** All sizes 12" diameter through 96" diameter with comparable arches in corrugation profiles 2 2/3" X h", 16 gauge through 8 gauge, and 5" X 1" corrugation 24" through 144" diameter, round and comparable arch, 16 gauge through 8 gauge. All pipe to be delivered in 60' lengths when so ordered and delivered to locations specified by Codington County. Delivery shall be within ten days of order date. No welding of pipe sections to achieve ordered length will be accepted.

3. **BRIDGE LUNBER:**All sizes of plank, caps, piling, laminated deck and galvanized hardware. All materials to meet STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2015 edition.

4. **DIESEL AND ETHANOL:** Bulk transport loads, 3500 gallons or more, of dyed diesel fuel or ethanol to be delivered to the County Highway storage tanks at the County shop located at 1201 Tenth St NW, Watertown, South Dakota. The diesel fuel shall be CENEX ROADMASTER XL PREMIUM, or equivalent. Ethanol bids will be requested for E10, E20, E30, to be delivered to the shop in Watertown, and for E85 to be purchased at the bidder's pump. Tax shall be included in the bid price submitted for ethanol. Bidder shall include all costs associated with clean-up fund in bid price. Bidder shall bid for delivery of 400 to 500 gallons of dyed diesel to the shops in Henry, Florence, South Shore and Kranzburg. Estimated quantities for 2020-21 would be, 22,000 gallons ethanol, 65,000 gallons #2 diesel and 8,000 gallons #1 diesel. Bids to be per gallon delivered to our storage tanks.

5. **LIQUID ASPHALT ROAD MATERIAL:** All emulsified asphalt and cut back asphalts shall be delivered at application temperatures as specified in the South Dakota STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES 2015 edition. There will be a \$.05 per gallon penalty on all deliveries arriving lower than specified temperatures. There will be a \$100 per hour, or fraction thereof, penalty for all asphalt shipments arriving more than 60 minutes beyond the time ordered. Any such penalty shall be deducted from payments made by Codington County to the vendor furnishing the asphalt material. Codington County will be allowed 3.0 hours to unload any and all transport loads of asphalt material. Grades to be bid include MC70,

MC800, MC3000, Mc3000R, AE150S, AE200S, AE300 and CSS-IH, to be bid by the ton. Approximate quantities for 2021-2022 would be 800 tons, more or less.

Page 2 specifications

6. PEA GRAVEL: Shall meet the requirements as stated in Section 881.2, Type of the STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2015 edition. Dust and fine material must not exceed 3% by weight. Codington County will haul from successful bidder's stockpile. Codington County may accept bids at more than one location.

7. GRAVEL CRUSHING: Bid price per ton. Codington County may strip and reclaim pits. Codington County will designate the location and quantities needed at each pit. The 5/8" and 3/4" crushed gravel shall conform to section 881.2 type 3 (A&B) of the SDDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2015 edition. The 1/2" crushed gravel shall conform to section 880.2 class D, type 2 of the SDDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, 2015 edition. All excess oversize rock screened off during crushing operations for Codington County shall be stockpiled and shall be the property of Codington County. Codington County reserves the right to test all material before payment is made and all materials not conforming to the specifications will be rejected.

8. COLD OR HOT MIX: Patching asphalt, approximately 500 ton more or less, to be picked up at your site, to be bid by the ton. Codington County may accept more than one bid based on plant location.

SPECIFICATIONS FOR WEED CHEMICALS

Items to be furnished during the period from March 1, 2021 through February 28, 2022

All items to be F.O.B. Codington County Weed Shop within ten days of order, or at the discretion of Codington County, may be picked up at the Vendor's facility.

Successful bidder shall provide certificates of formulation upon request of Codington County.

Codington County may return any unopened or undamaged chemicals prior to November 15, 2021 for a full refund.

1. RODEO OR EQUIVALENT

Glyphosate, Approximately 50 gallons in 2 1/2-gallon containers

Manufacturer _____

Price per gallon \$ _____

2. ROUNDUP PRO OR EQUIVALENT

Glyphosate, Approximately 50 gallons in 2 1/2-gallon containers

Manufacturer _____

Price per gallon \$ _____

3. PLATEAU OR EQUIVALENT

2 lb. active acid ingredient, Approximately 10 gallons in 1-gallon containers

Manufacturer _____

Price per gallon \$ _____

4. 2-4D AMINE, AQUATIC LABELED

4 lb. / gallon acid, Approximately 1000 gallons in 250+ gallon containers

Manufacturer _____

Price per gallon \$ _____

5. 2-4D ESTER OR EQUIVALENT

4 lb. / gallon acid, Approximately 250 gallons in 2 1/2-gallon containers

Manufacturer _____

Price per gallon \$ _____

6. TORDON 22K OR EQUIVALENT

Picloram 2 lb. / gallon acid equivalent, Approximately 500 gallons in 2.5-gallon containers

Manufacturer _____

Price per gallon \$ _____

7. GrazonNext or Equivalent

Approximately 25 gallons, Price per gallon\$ _____

8. NONIONIC SURFACTANT 90-10

Approximately 25 gallons, Price per gallon\$ _____

Submitted by, _____

Representing, _____

Date, _____



SOUTH DAKOTA
DEPARTMENT
OF PUBLIC SAFETY

prevention - protection - enforcement

EMERGENCY MANAGEMENT

February 5, 2021

Codington County Commission
14 1st Avenue, SE
Watertown, SD 57201-3611

Dear Codington County Commission,

The South Dakota Office of Emergency Management has been awarded Emergency Management Performance Grant – COVID-19 Supplemental grant funding which we are now also offering to county jurisdictions. This assistance is meant to support public health and emergency management activities involved with the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. This program is called the Local Emergency Management Performance Grant – Supplemental grant (LEMPG-S).

This letter serves as notification that your submitted project has been approved for full or partial funding under this program. The identified projects approval/denial are identified below. A contract agreement has been included with this correspondence which needs to be signed. Please sign this document and return the original copy by mail to your assigned Regional Coordinator by March 15th, 2021. A signed copy will be returned to your emergency manager for your files.

The following project(s) have been **approved**:

<u>Project Name</u>	<u>AEL Number</u>	<u>Total Amount</u>	<u>50% Reimburse Amount</u>
EOC Equipment Upgrade	04HW-01-INHW	\$9,068.00	\$4,534.00

The performance period for this special project application is upon receipt of the signed and returned contract until July 31st, 2021. All documentation and reimbursement requests are required to be received by that date or the additional funding will be considered declined by your jurisdiction unless an extension request was submitted and approved prior to this date for extenuating circumstances for the project(s).

Note to the County Auditor:

The LEMPG-S grant remains a 50% reimbursement grant program. This is an ongoing grant with a Catalog of Federal Domestic Assistance number of 97.042. This grant and any other associated with the South Dakota Office of Emergency Management is to be accounted for within fund 226.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2020 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT-COVID-19
SUPPLEMENTAL**

**Sub-Recipient Agreement
Between**

Codington County
14 1st Avenue, SE
Watertown, SD 57201-3611

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

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(a) is included in Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit A 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.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake, complete, and report as necessary to their Regional Coordinator the acquisition and completion of the identified project: EOC Equipment Upgrade.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of county emergency management program support referred to as the Local Emergency Management Performance Grant – COVID-19 Supplemental (LEMPG-S). As a condition of this award, you are required to contribute a cost match of non-Federal funds in the amount of 50%. Additional information is detailed in Exhibit A.

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. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. 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. Records for real property and equipment must be retained for 3 years after final disposition.

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 9th 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. 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.

If Sub-recipient is a non-state agency, they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publically post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

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.

9. CLOSEOUT:

For purposes of this agreement, grant closeout will commence with the submittal of the 4th Quarter report by the sub-recipient. Program staff will review this final report, verify that all conditions and work items have been completed, and submit final monitoring information in the Work Plan Matrix. Final payment will only be processed if all conditions of this grant are completed. Receipt of final payment by the sub-recipient will constitute closeout of this agreement.

B. STANDARD CLAUSES

10. 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; and any additional provisions found in Exhibit B.

11. COST PRINCIPLES:

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).

12. 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. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

This Sub-Recipient Agreement 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.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. 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.

17. 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.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors 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 contractors, 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 contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. 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.

22. 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. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient identifies that it may not be able to complete a Workplan item or other requirement contained herein within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension prior to the deadline. If no request for an extension is received prior to the deadline, and the Workplan item or other requirement is not completed, all funds awarded under this Agreement for that quarter will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

23. 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

24. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, 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 the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

25. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material

produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

26. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

27. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT – COVID-19 SUPPLEMENTAL (LEMPG-S) PURPOSE:

The South Dakota Office of Emergency Management (SDOEM) LEMPG-S provides assistance to county governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Through this funding opportunity, SDOEM will provide funding to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response.

28. GENERAL REQUIREMENTS:

The Sub-recipient will submit monthly progress reports quarterly to their Regional Coordinator while the project is being completed. At the end of the project, Sub-recipient will submit a LEMPG Single Signature Page, 85-21 Financial Claims form, copy of invoice(s) of the purchased items, and an updated progress report to their Regional Coordinator.

29. AGREEMENT OFFICIALS:

The Director of the South Dakota Office of Emergency Management is responsible for committing the State to the terms of this Agreement.

The County Commission Chairperson is responsible for committing the Sub-Recipient to the terms of this Agreement.

The County Emergency Management Director shall be the principal official responsible for planning, reporting on, and assuring performance objectives and accomplishments of results, as defined in this Agreement.

30. PROJECT COMPLETION REQUIREMENTS:

Projects must be completed by the end of the Period of Performance identified in Exhibit A of this document.

Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email) to your assigned Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the project.

Failure to comply with the reporting requirements or completion period of this agreement may result in loss of program funding or additional monitoring requirements.

31. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

Sub-recipient is required to comply with National Incident Management System (NIMS) standards.

32. AGREEMENT ARTICLES:

Specific Agreement Articles for this agreement are included under Exhibit B.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2020 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT-COVID-19
SUPPLEMENTAL**

**Sub-Recipient Agreement
Between**

Codington County
14 1st Avenue, SE
Watertown, SD 57201-3611

State of South Dakota
Department of Public Safety
Office of Emergency Management
221 South Central Avenue
Pierre SD 57501

Referred to as Sub-Recipient

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.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Treasurer's Office

Name of traveling employee Lindee Waba

Employee title 2ND Deputy Treasurer Employee status exempt ___ nonexempt X

Purpose of travel 2021 New Officials Workshop

Method of transportation County Vehicle

Destination Pierre SD

Departure date and time 3/16/21 1:00 PM Destination arrival date and time 3/16/21 5:00 PM

Return departure date and time 3/18/21 3:00 PM Return arrival date and time 3/18/21 7:00 PM

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle TBD

Lodging expense \$276.38

Meals Approximately \$42.00

Registration \$110.00

Other costs TBD

Overtime costs involved in the requested travel Employees Will Flex Time

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?

Yes X No ___ If no, why _____

Is this travel a budgeted item? Yes X No ___

County Commission

Travel request approved: yes ___ no ___ Comments _____

Commission Chairman, _____ Date _____

*OK
Carol Maloney
2/9/21*

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Treasurer's Office

Name of traveling employee Betty Overlie

Employee title Treasurer's Clerk Employee status exempt ___ nonexempt X

Purpose of travel 2021 New Officials Workshop

Method of transportation County Vehicle

Destination Pierre SD

Departure date and time 3/16/21 1:00 PM Destination arrival date and time 3/16/21 5:00 PM

Return departure date and time 3/18/21 3:00 PM Return arrival date and time 3/18/21 7:00 PM

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle TBD

Lodging expense \$276.38

Meals Approximately \$42.00

Registration \$110.00

Other costs TBD

Overtime costs involved in the requested travel Employees Will Flex Time

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?

Yes X No ___ If no, why _____

Is this travel a budgeted item? Yes X No ___

County Commission

Travel request approved: yes ___ no ___ Comments _____

Commission Chairman, _____

Date _____

OK
Carol Mabury
2/9/21

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Weed & Pest

Name of traveling employee Steve Molengraaf

Employee title Facility Manager Employee status exempt nonexempt

Purpose of travel SD Weed Commission Meeting

Method of transportation County vehicle

Destination Pierre, SD

Departure date and time 2/19/21 6:30am Destination arrival date and time 2/19/21 10:00am

Return departure date and time 2/19/21 4:30pm Return arrival date and time 2/19/21 8:00pm

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) fuel

Lodging expense _____

Meals \$11 Registration \$0

Other costs _____

Overtime costs involved in the requested travel _____

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?

Yes No If no, why _____

Is this travel a budgeted item? Yes No

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____