

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, February 1, 2022**

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted via telephone at 605-882-6248 or 605-882-6297, and in person
3. Conflict of interest items
4. Action to approve the February 1, 2022, agenda
5. Action to approve the January 25, 2022, minutes of the Board of Codington County Commissioners
6. Monthly Reports
  - a. Extension
  - b. Veterans Service Officer
7. Action to approve a Rangeland Fire Assistance resolution
8. Action to approve a second amendment to the FY22 WIC clerical contract
9. Action to approve an agreement between Codington County and the SD Dept. of Public Safety for a grant to update the current Codington County Pre-Disaster Mitigation (PDM) Plan
10. Action to approve a letter of agreement between Codington County and First Dist. Assoc. of Local Govts. for the development of the Codington County Pre-Disaster Mitigation Plan
11. Clarification of Community Health Worker grant funding
12. Action to approve a job description for Community Health Worker position
13. Action to approve abatement applications
14. Action to approve claims for payment
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
  - a. Watertown Winter Farm Show, February 8 – 12, Codington County Extension Center Complex
19. Old Business
20. New Business
21. Open
  - a. Public Comments
  - b. Commission Comments

**22. 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)**

**23. Action to adjourn until 9:00 a.m., Tuesday, February 8<sup>th</sup>, 2022; at the Codington County Court House**

**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 1<sup>st</sup> Ave SE**

January 25, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, January 25, 2022, at the Codington County Courthouse. Commission members present were: Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Commissioner Lee Gabel was present via ZOOM. Chair, Brenda Hanten, presiding. Commissioner Waterman led 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 January 25<sup>th</sup>, 2022 agenda as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by VanDusen, to approve the minutes of January 18<sup>th</sup>, 2022; all voted aye; motion carried.

**PRO-PHEASANT EVENT**

Nick Pillatzke, representing the Codington County Pro Pheasants organization, met with the Board to request authorization to sell alcohol at the Pro Pheasants banquet which will be held at the Codington County Extension Center Complex on February 18, 2022. Mr. Pillatzke noted Second Street Station will transfer their liquor license for this event and will be responsible for the sale of alcohol at the event. Motion by VanDusen, second by Waterman, to allow the Pro Pheasants organization to sell alcohol at their banquet at the Codington County Extension Center Complex; all present voted aye; motion carried.

**MONTHLY REPORTS**

**Emergency Management Director, Andrew Delgado**, updated the Board on recent activities in his office. The Emergency Management Director, in his first month of employment with Codington County, is processing administrative/onboarding tasks; meeting with multiple agencies, Sheriff's office, Police dept., Fire department, Search and Rescue, County Health Nurses, etc.; reviewing policies, manuals, and plans; completed IS-800, has signed up for 300, 101, 102 and 103; and attended a HAZMAT class. The Emergency Management Administrative Specialist is preparing the quarterly LEMPG report. The Emergency Management Director reviewed the process to revise the Pre-Disaster Mitigation plan; will attend an E.M. Regional meeting and 911 Coordination meeting; will assist with dive tank inspections; will attend S&R raffle meetings; will attend ICS 300 training; and will meet with departments/agencies to establish priorities for Homeland Security grant funding, to date there are no applicants, in Codington County, for these funds. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from the month of December 2021, for the Detention Center and Sheriff's Office: fees collected in the amount of \$7,069.00 were retained by the County; 580 cases/calls for service; 15 accident reports completed; 85 warrants served; 177 sets of civil papers served; 3,814 transport miles; average daily inmate population 56 (high of 65 and low of 49); 20 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 7 individuals using remote breathalyzers; 47 individuals testing twice daily PBT'S; 45 individuals reporting twice weekly for UA Drug testing; 0 individuals using sweat patches; 181 bookings; \$6,779.35 collected in fees for out of county prisoner contracts; \$1,680.00

Codington County, 25 January 2022

collected in work release fees; \$6,721.00 collected in fees for the 24/7 program; and \$3,317.00 collected for SCRAM fees. The Sheriff's office recently held an ALICE training for County and State employees who work in the Court House. The Sheriff's office is working with Prodigy Solutions to move forward with an inmate commissary. Sheriff Howell presented the Board with an annual report of statistics, for the Sheriff's Office, Detention Center, and Court House security checkpoint, and reviewed the same. The following is a partial list of that data: 80,413 people went through the Court House security check point; total number of weapons turned away 839; \$456,176.95 was collected from sales, fees, executions, warrants, etc.; transport miles 53,639 average daily inmate population 59.13, bookings 2458, protective custody mental health holds (with no charges) 41, total prisoner days 21,734, \$984,505.007 collected in 24/7 fees, work release, out of County contracts, SCRAM fees, etc. Discussion was held regarding the increase in transport miles.

### **FALLOUT SHELTER MINISTRIES**

Rich Ohm, Fallout Shelter Ministries, appeared before the Board to review the three phases of a project for a facility to provide emergency safe-housing for victims, to also provide food and clothing, available space for onsite training for victims as well as ministry teams, businesses and missionaries. The project would also offer a venue for community, outreach, and provisional resources. Mr. Ohm asked for the Board's support and assistance in navigating all the zoning issues in order to move forward with project, including amending the joint jurisdictional zoning ordinance to allow for Religious Conference Facilities in the proposed location. Zoning Officer, Luke Muller, participated in this discussion via Zoom. Mr. Muller addressed the Board and reviewed background on Mr. Ohm's appearance before the Planning Commission. The Planning Commission, on 9/20/201, opted not to initiate an amendment to allow Religions Conference Facilities in the joint jurisdictional area. Mr. Muller then outlined the options/procedures to initiate amending the Zoning Ordinance to allow a Religious Conference Facility in Mr. Ohm's proposed location within the joint jurisdictional area. The Board thanked Mr. Ohm for his presentation and noted a number of supporters, for the project, were also present for this meeting. No action was taken at this time.

### **COMMUNITY HEALTH WORKER GRANT FUNDING**

Welfare Director, Sara Foust, met with the Board to request acceptance of a grant award, from the State of South Dakota, in the amount of \$74,007.79, to allow the County to develop a full-time Community Health Worker position to work with individuals in the legal system. The target population will be high utilizers of the jails and court systems who do not have support in other programs, such as drug court or parole. The goal is to target individuals who are not receiving intensive case management by other programs or agencies. Clients will be identified by the Detention Center staff, the Sheriff, and/or the States Attorney. Commissioner Waterman questioned the on-going cost to the County and the possibility this program would be a duplication of services already in place. Motion by VanDusen, second by Gabel, to accept the grant funding. The following roll call vote was taken: Gable aye; Waterman no; Johnson aye; VanDusen aye; and Hanten aye; motion carried.

### **VOLUNTEER ROSTERS**

Motion by Johnson, second by Gabel, to approve the following volunteer rosters for the purposes of workers compensation insurance coverage: Codington County Search and Rescue Team, Codington County Weather Spotters, Codington County LEPC Members; Emergency Management on-call/back-up staff and Deputy Sheriff Reserves; all voted aye; motion carried. The volunteer rosters will be kept on file in the Auditor's Office and updated as needed through-out the year.

### **ROAD WEIGHT LIMIT ANNUAL RESOLUTION**

Motion by VanDusen, second by Johnson, to approve Resolution 2022-1, setting seasonal weight and speed limits on County roads; all voted aye; motion carried.

**RESOLUTION 2022-1**

**CODINGTON COUNTY WEIGHT & SPEED LIMIT ENFORCEMENT**

**WHEREAS**, the County of Codington, South Dakota, is responsible for the maintenance of certain highways under its jurisdiction, and

**WHEREAS**, the Codington County Board of Commissioners, desires to protect existing Codington County highways, ultimately saving tax dollars, and

**WHEREAS**, said highways, by reason of seasonal climatic changes, will be seriously damaged or destroyed unless vehicle weight and speed restrictions are imposed.

**NOW THEREFORE BE IT RESOLVED**, the limits on Codington County roads shall be forty miles per hour truck speed limit, and a maximum load limit shall be seven (7) tons per axle on all asphalt surfaced roads, during the Spring thaw period, effective from February 15<sup>th</sup>, 2022, to May 1<sup>st</sup>, 2022 inclusive, when limit signs are posted.

**BE IT FURTHER RESOLVED**, that the County of Codington requests and authorizes the South Dakota Highway Patrol to enforce weight limitations and speed restrictions, as established by this resolution, on Codington County roads.

**BE IT FURTHER RESOLVED**, that the penalty for the violation of the load restrictions shall be as set forth in SDCL 32-22-55.

Dated this 25<sup>th</sup> day of January, 2022, at Watertown, Codington County, South Dakota.

Brenda Hanten  
Codington County Commission Chair

ATTEST:

Cindy Brugman  
Codington County Auditor

**HIGHWAY DEPT. FUEL SYSTEM EQUIPMENT**

Highway Supt., Rick Hartley, presented the Board with the following bids for Fuel Systems upgrades

Sioux Equipment, Sioux Falls, SD	\$29,709.34
Westmore Industries, Morris, MN	\$30,860.00

The Highway Supt., noted these bids are both from Sourcewell bid pricing and his recommendation is to purchase from the bid of Sioux Equipment. The Highway Supt. noted this is a 2022 budgeted item. Motion by Gabel, second by VanDusen, to purchase from the Sioux Equipment bid; all voted aye; motion carried.

**PROPERTY TAX ABATEMENTS**

Motion by Johnson, second by Gabel, to approve the following property tax abatement applications; all voted aye; motion carried:

<u>RECORD #</u>	<u>AMOUNT</u>
5909	\$1254.74
10022	\$548.80

Codington County, 25 January 2022

**CLAIMS APPROVED**

Motion by Johnson, second by Waterman, to approve a claim in the amount of 22565.81, payable to the City of Watertown, for November 911 surcharge collections; Gabel, Waterman, Johnson and Hanten voted aye; VanDusen abstained; motion carried.

Motion by Gabel, second by VanDusen, to approve for payment the following list of claims; all voted aye; motion carried: AC Properties 2600.00 rent, Patrick Althoff 2100.00 rent, Michael Briggs 3150.00 rent, Shawna Carter 256.80 rec reimb, CityWide Property Management 3230.00 rent, Brenda Hanten 140.00 rec reimb, K&R Management 2700.00 rent, Maxine Kemp 2200.00 rent, Maier Rentals 2400.00 rent, Municipal Utilities 3298.16 util, The Oaks LLC 2625.00 rent, Pelican View Estates 1300.00 rent, Randall Rakness 10078.40 rent, Visa Reliabank 930.86 sup/trav, Watertown Housing Authority 497.00 rent.

**SALARY CLAIMS**

Motion by Johnson, second by Waterman, to approve January salary claims; all voted aye; motion carried. Commissioners: 10,775.94 total salaries; Brenda Hanten 2054.09; Myron Johnson 1954.09; Lee Gabel 1954.04; Troy VanDusen 1954.09; Charlie Waterman 1954.09. Auditor: 23,327.64 total salaries; Cindy Brugman 6589.38; Jodi Pearson 4134.24; Debbie Melville 3761.88; Alissa Harte 3579.18. Co. Treasurer: 29,230.46 total salaries; Carol Maloney 6429.30; Janet Bevers 4704.96; Lindee Waba 3852.36; Ashley Lindner 3577.44; CeCi Carlson 3097.20. States Attorney: 36,440.59 total salaries; Becky Morlock Reeves 9491.70; Jamie Monson 4134.24; Darce Curtis part time @ 17.80; Alison Bakken 6119.58; Katie Moes 3577.44; Taylor Hageman 3577.44. Gov. Buildings: 21,103.28 total salaries; Steve Molengraaf 5990.82; Bryan Bleeker 3681.84; Richard Kohn 3175.50. Dir. Equalization: 47,425.89 total salaries; Shawna Constant 6119.58; Diane Merchant 4047.24; Michelle Pederson 4701.48; Heidi Selchert 4369.14; Barb Martenson 3761.88; Melissa Sears 4369.14; Allison Forbush 4369.14; Sarah Tesch 3406.92. Reg. of Deeds: 25,552.49 total salaries; Ann Rasmussen 6429.30; Mary Fransen 4579.66; Jill Schweitzer 3758.40; Jacki Manning 4477.02. Veterans Service: 12,202.70 salaries; Todd Rose 5298.30; Peggy Raml 3852.36. Sheriff: 115,949.89 total salaries; Adam Reeves 4941.60; Erin Lenzner 3951.54; Brad Howell 7676.88; Lonnie Greenfield part time @ 22.62 hr.; Rusty Mathews 5192.16; Dave Curtis 4033.32; Jerrod Olson 5192.16; Trevor Schimmel 4941.60; Vanna Engst 4134.24; Brent Solum 5562.78; Steven Lowry 4941.60; Tyler Varns 4477.02; James Bakke part time @ 22.62 hr.; Michael Morgan 4590.12; Shane Yost 4369.14; Ryan Elliott 4369.14. Detention Center: 142,258.30 total salaries; Tasha Vohlken part time @ 22.62; Jessica Johnson part time @ 22.62; Raistlan Tschetter 3935.88; Chandler Flowers 3935.88; Jordan Jensen part time @ 22.62; Levi Sauder part time @ 22.62; Austin Hanson part time @ 22.62; Lori Mills part time @ 24.97; Shawn Nills 4586.64; Marcy Rossow 3582.66; Brittni Schliesman part time @ 22.62 hr.; Julie Gallisath 3935.88; Shawna Carter 4452.66; Lindsey Stricherz 4452.66; Kayla Schomaker 4033.32; Charles Rossow part time @ 19.58 hr.; Jennifer Matejek 4452.66; Amalia Barrientos 3613.98; Matt Blackwelder 5562.78; Kyle Lewis 3935.88; Wes Jennings 4238.64; Melissa Holtquist 4134.24; Justin Halajian 4369.14; Steve Stahlke 3408.66; Maria Escamilla 4621.44; Kelly Oelrich 4134.24. Coroner: 1,722.40 total salaries. Care of the Poor: 10,668.08 total salaries; Sara Foust 5298.30; Kari Kraayenbrink 3577.44. County Nurse: 5,304.34 total salaries; Jeanie Ochsendorf 3868.02. Ag. Bldg.: 11,460.74 total salaries; Scott Swanson 4151.64; Gordy Hedges 3408.66. Co. Extension: 10,724.87 total salaries; Becky Goens 4238.64; Kim Johnson 3577.44. Weed: 4,718.53 total salaries; Ron Hartley 3165.06. Planning Board: 475.38 total salaries. Road & Bridge: 106,983.90 total salaries; Allen Benck 4678.86; Brad Schwinger 4678.86; Jeff Case 4795.44; Rick Hartley 7092.24; Todd Warne 4941.60; Dave Hedding 4678.86; Lori Deutsch 4238.64; Rick Holinka 4678.86; Mitch Kallhoff 3669.66; Matt Dargatz 4256.04; Jamie Dolen 4344.78; Robyn Riter 4151.64; Lynn Solberg 5171.28; Doug Torstenson 4050.72; Randy Falvey 3951.54; Lonie Vogelsang 3951.54; Jeff Argo 3951.54. Emergency Management: 12,564.56 total salaries; Jamie Torstenson on call @ 20.00 hr.; Andrew Delgado 5562.78 new hire; Cheri Howell 3667.92 hr. Crime Victim: 7,429.89 total salaries; Jan Steele 5728.08. W.I.C.: 4,970.40 total salaries; Sara Aman 3593.10. Total: 641,290.27. Breakdown of withholding amounts which are included

in the above: S.D. Retirement 57,225.18; S.D. Retirement 74.12 spouse option; S.D. Supplemental Retire. 3,570.00 suppl. retire.; Sanford Health 82,545.69 ins.; Reliance Standard Life Insurance 747.48 life ins.; Delta Dental 6,261.82 ins.; Avesis 845.84 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 439.65 employee union dues; AFLAC 4,095.70 ins.; John Hancock 5,090.00 suppl. retire.; AFLAC 927.46 ins.; Watertown United Way 90.00 employee contributions; Office of Child Support 435.00 employee payments; Sioux Valley Credit Union 25,156.00 employee payments; SDRS Supplemental Retirement 4,105.00 Roth retire.; Teamsters Local Union 120 478.00 employee union due; Codington County Deputy Sheriff's Association 120.00 employee union dues; ReliaBank Dakota 46,552.63 federal withholding; ReliaBank Dakota 73,343.30 social security.

**PERSONNEL CHANGE**

Motion by Waterman, second by Gabel, to approve the following personnel change: James Torstenson, on-call/backup Emergency Management, \$20.00 per hour, effective 1/1/2022; all voted aye; motion carried.

**ADJOURNMENT**

There being no further business to come before the Board a motion was made by Johnson, second by Gabel, to adjourn at 10:42 a.m., until 9:00 a.m., Tuesday, February 1, 2022; all voted aye; motion carried.

ATTEST:

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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 \$ \_\_\_\_\_

# SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY



SOUTH DAKOTA  
DEPARTMENT  
OF PUBLIC SAFETY

## WILDLAND FIRE DIVISION

3305 West South Street  
Rapid City, SD 57702  
Phone: 605.393.8011 Fax: 605.393.8044  
wildlandfire.sd.gov



January 21, 2022

Codington County Auditor  
14 1<sup>st</sup> Ave. SE  
Watertown, SD 57201

Dear County Commission –

We are requesting updated contact information for your commission appointed designee. Your designee must have authority to obligate county funds in their request for fire suppression assistance. This assistance could be a single engine airtankers, fire engines, handcrews, fire investigators, and/or additional fire management personnel. As defined by SDCL 41-20A-11 we can send up to 6 personnel and 2 vehicles for mutual aid at no cost to the county.

Please send a copy of the resolution appointing your county designee, no later than April 4, 2022, to the address below. This resolution should include authorized dates or term of duty (whether it be for one year or multiple years) and must be replaced, by sending a new resolution, when this designee changes. You may send the resolution via email or USPS to:

Michael Reed  
Mike.reed@state.sd.us  
2202 University Ave.  
Hot Springs, SD 57747

The South Dakota Wildland Fire Division is pleased to continue working to assist your county with fire suppression efforts. If you have questions, please contact me.

Thank you,

A handwritten signature in black ink that reads 'Mike Reed'.

Michael Reed  
Fire Management Officer

**FILED**

JAN 26 2022

**CODINGTON COUNTY AUDITOR**



**RESOLUTION 2022-5**

**“BE IT HEREBY RESOLVED**, that the list of individuals set forth below, are hereby authorized to request rangeland fire assistance, on behalf of Codington County as specified in SDCL 41-20A-11. The authority to request assistance as provided shall continue in full force and effect until terminated or modified by resolution of the Codington County Board of Commissioners.

Effective Date: February 1, 2022  
County Fire Assistance Authorization List:

Name	Position	Daytime Phone	Emergency or Cell Phone
Andrew Delgado	Emergency Management Director	605-882-6272	605-520-6272
Brenda Hanten	County Commission	605-880-6124	605-880-6124
Cheri Howell	Emergency Management Secretary	605-882-6272	605-956-0609

**“BE IT HEREBY RESOLVED**, that Andrew Delgado, Codington County Emergency Management Director, is appointed County Rural Fire Coordinator for Codington County, South Dakota. The Codington County Rural Fire Coordinator is hereby authorized to act as a single point of contact, on behalf of Codington County, in dealing with administrative matters such as burn bans, billings, or questions about this Rangeland Fire Agreement specific to Codington County. This authority shall continue in full force and effect until terminated or modified by resolution of the Codington County Commissioners.

Dated this 1<sup>st</sup> day of February, 2022

\_\_\_\_\_  
Brenda Hanten, Chair Codington County Commission

ATTEST:

\_\_\_\_\_  
Cindy Brugman, County Auditor

## Cindy Brugman

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**From:** Tritle, Blaire <Blaire.Tritle@state.sd.us>  
**Sent:** Friday, January 7, 2022 3:12 PM  
**To:** Cindy Brugman  
**Subject:** [EXT] Amendment II - FY22 WIC County Clerical Contracts  
**Attachments:** Codington County Amendment II-SubRecipient - FY2022.pdf

Hi Cindy,

I hope this finds you well! Attached please find a second amendment to the FY22 county clerical contracts for WIC services. To ensure accuracy and transparency, our accounting staff have requested the following changes to Section 1.1 and Section 1.2 to include additional detail in relation to Amendment I. This does not change any amounts or terms of the contract, and payments will not be interrupted. Adjustments include:

Sub-Award Period of Performance Adjustment:

Adjust period of performance dates to reflect the time of amendment I – in section 1.1 period of performance dates changed from June to September. In section 1.2 period of performance dates changed from October to June.

- a. Section 1.1 part e will read 06/01/2021 – 09/30/2021
- b. Section 1.2 part e will read 10/1/2021 – 5/31/2022

Adjustment to total contract amount allocated to 2 different FAIN numbers:

Split the total contract amount between section 1.1 and 1.2 to reflect the amount of the contract to be obligated during those specific time frames. Four (4) months of the total contract amount will be obligated in section 1.1 to FAIN 213SD708W1003. Eight (8) months of the total contract amount will be obligated in section 1.2 to FAIN 22SD708W1003.

- a. Section 1.1 parts f and h will be adjusted to indicate 4 months of FY22 contract amount and part m will read Department of Health Indirect Cost Rate for federal award: 07/01/2019 to 06/30/2020= 6.3%  
07/01/2020 to 06/30/2021 = 6.1%
- a. Section 1.2 parts f and h will be adjusted to indicate 8 months of the FY22 contract amount and part m will read Department of Health Indirect Cost Rate for federal award: 07/01/2020 to 06/30/2021 = 6.1%  
07/01/2021 to 06/30/2022 = 5.9%

At your earliest convenience, please send me a signed copy of the amendment, and I will route it for DOH signatures and send you a completed copy. Thank you so much for your help, and please let me know if you have any questions or need anything else from me.

Hope you have a great weekend!

Blaire



### Blaire Tritle

Assistant Director, WIC Program | *Office of Family & Child Services*  
SOUTH DAKOTA DEPARTMENT OF HEALTH  
605.773.6286 | 600 E Capitol Ave, Pierre | [doh.sd.gov](http://doh.sd.gov)



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## AMENDMENT II

This is an amendment to the sub-recipient agreement #22SC091093 between Codington County, 14 1<sup>st</sup> Avenue SD, Watertown, SD 57201-3611, and the South Dakota Department of Health. This amendment hereby supersedes Amendment I.

### A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

#### 1. FEDERAL AWARD IDENTIFICATION

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

##### 1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Codington County, Watertown SD 57201-3611
- b. Sub-Recipient's DUNS number /unique entity identifier: 016523078
- c. Federal Award Identification Number (FAIN): 213SD708W1003
- d. Federal Award Date: 10/01/2020
- e. Sub-award Period of Performance: 06/01/2021 to 09/30/2021
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:  
\$14,879.67
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:  
\$0
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$14,879.67
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Blaire Tritle – blaire.tritle@state.sd.us
- k. CFDA No(s) and Name(s): 10.557 and Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES \_\_\_\_\_ NO
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2019 to 06/30/2020 = 6.3%  
07/01/2020 to 06/30/2021 = 6.1%

##### 1.2.

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Codington County, Watertown SD 57201-3611
- b. Sub-Recipient's DUNS number /unique entity identifier: 016523078
- c. Federal Award Identification Number (FAIN): 223SD708W1003
- d. Federal Award Date: 10/01/2021
- e. Sub-award Period of Performance: 10/01/2021 to 5/31/2022
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:  
\$29,759.33

- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:  
\$0
- h. Amount of Federal Award to the Sub-recipient for this period of performance: \$29,759.33
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: This agreement is made for the purpose of providing clerical services for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons.
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: USDA Food and Nutrition Services, South Dakota Department of Health, and Blaire Tritle, blaire.tritle@state.sd.us
- k. CFDA No(s) and Name(s): 10.557 and Special Supplemental Nutrition Programs for Women, Infants and Children
- l. Is the grant award for research and development (R&D)? YES \_\_\_\_\_ NO X
- m. Department of Health Indirect Cost Rate for federal award: 07/01/2020 to 06/30/2021 = 6.1%  
07/01/2021 to 06/30/2022 = 5.9%

The parties signify their agreement by signing below.

_____	_____	_____	_____
Beth Dokken, Director	Date	Subrecipient Signature	Date
Division of Family and Community Health			
Department of Health			

\_\_\_\_\_  
Print or Type Subrecipient Name

_____	_____
Darcy McGuigan, Director	Date
Director, Division of Finance	
Department of Health	

State Contact Person: Blaire Tritle Phone: 605-677-6286

Provider Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_



SOUTH DAKOTA  
DEPARTMENT  
OF PUBLIC SAFETY

prevention - protection - enforcement  
EMERGENCY MANAGEMENT

January 20, 2022

Codington County  
Brenda Hanten, Commissioner  
PO Box 12  
Watertown, SD 57201

Re: Building Resilient Infrastructure and Communities (BRIC) Award -EMD-2020-BR-119-0007

Dear Ms. Hanten:

A grant award has been approved through the Building Resilient Infrastructure and Communities (BRIC) Grant. This award is to Codington County to update the current Codington County Pre-Disaster Mitigation (PDM) Plan. The federal share will not exceed \$13,237.50. Should the total eligible project cost be less than \$17,650.00, the respective federal and sub-applicant share will be reduced accordingly. **Please sign and return the Sub-Recipient Agreement to the SD Office of Emergency Management.**

Any deviation from the original scope of work will require a written request for a change of scope. This request will identify the proposed change of scope and address any adjustments of the total project cost and/or work schedule. Work cannot progress with regard to the request for change of scope until authorization has been received from the state to proceed.

A quarterly report must be submitted by the 15th of April and then quarterly thereafter until the project has been completed. Quarterly reports are due the 15<sup>th</sup> of January, April, July and October. **Please review paragraph 27 for further details.** Should you have any questions, please contact me at (605) 773-3231.

Respectfully,

Heather Allemang  
State Hazard Mitigation Officer

CC:

File  
Andrew Delgado, Codington County EM  
Randy Maddox, Regional Coordinator

221 SOUTH CENTRAL AVENUE • PIERRE, SOUTH DAKOTA 57501

P: 605.773.3231

F: 605.773.3580

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF EMERGENCY MANAGEMENT**

**Sub-Recipient Agreement  
Between**

Codington County  
PO Box 12  
Watertown, SD 57201

State of South Dakota  
Department of Public Safety  
Office of Emergency Management  
118 W. Capitol Ave.  
Pierre SD 57501

---

Referred to as Sub-Recipient

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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) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or 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:**

A. The Sub-Recipient will undertake and complete the work or performance as follows: to update the current Codington County Pre-Disaster Mitigation (PDM) Plan

B. If the State will undertake or complete any work or performance under this Agreement it is described in Exhibit A.

**4. BASIS FOR SUBAWARD AMOUNTS:**

This grant is made for the purpose of BRIC-FY-20 and the amounts are indicated 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. 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 9<sup>th</sup> 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 conflict of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly 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:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient. The State will prepare the closeout documents consisting of: 1-Request to close the grant, 2-Final Mitigation Project Work Schedule and Performance Report, 3-Written justification all environmental Conditions were met. The State will provide the completed documents to the sub-recipient for review for accuracy or corrections and upon verification of accuracy documents, sub-recipient will sign and return to the State. This will complete the sub-recipient closeout requirements.

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 provision found in Exhibit C.

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 fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement 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. CHANGES IN SCOPE OF WORK:

All conditions stated in the project's environmental document must be followed. This project cannot be changed or altered in any way without written authorization from the state and FEMA. A change in scope is any change from the description of the project as approved. Examples include increasing the number of structures, adding new structures in an acquisition, and changes to engineering design. Proposed changes must be formally submitted to the state for review. The applicant must obtain approval from the State and FEMA before proceeding with any changes to the project or federal funding will be jeopardized. Changes may require additional environmental review.

26. REIMBURSEMENTS:

The federal share will not exceed \$13,237.50. Should the total eligible project cost be less than \$17,650.00, the respective federal and sub-applicant share will be reduced accordingly. All reimbursements will be made to maintain the original grant cost share.

27. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30. Failure to submit quarterly reports may result in termination of this grant agreement.

28. FEDERAL REGULATIONS:

The Sub-Recipient shall comply with Unified Hazard Mitigation Assistance Grant Program Guidance, 2 CFR Part 225, The Robert T. Stafford Relief and Emergency Assistance Act, as amended, 42 U.S.C. 5121-5206 (Stafford Act), Title 44 of the Code of Federal Regulations (CFR), and 31 CFR 205.6.

29. 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).

30. PROHIBITION ON CERTAIN TELECOMUNICATIONS 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.

D. AUTHORIZED SIGNATURES

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

_____	_____
Sub-Recipient Signature	Date
_____	_____
State - SD Office of Emergency Management Hazard Mitigation Grant Program Administrator	Date
_____	_____
State – Director of SD Office of Emergency Management	Date

## Exhibit A

### FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number): Codington County
- b. Sub-Recipient's DUNS number and unique entity identifier: 016523078 (UEI XWDVUSNZBCM5)
- c. Federal Award Identification Number (FAIN): EMD-2020-BR-119-0007
- d. Federal Award Date: December 29, 2021
- e. Sub-award Period of Performance: 12/30/2021-12/29/2024
- f. Amount provided by State/Grantor: \$13,237.50
- g. Amount matched by Sub-Recipient: \$4,412.50
- h. Total Grant Amount: \$17,650.00
- i. Amount of federal funds obligated to the Sub-Recipient by this agreement: \$13,237.50
- j. Total amount of federal funds obligated to the Sub-Recipient: \$13,237.50
- k. Total amount of the federal award committed to the Sub-Recipient: \$13,237.50
- l. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: to update the current Codington County Pre-Disaster Mitigation (PDM) Plan
- m. Name of Federal awarding agency: Federal Emergency Management Agency (FEMA)  
Pass-through entity: South Dakota Office of Emergency Management  
Contact information for awarding official of the Pass-through entity: 118 W. Capitol Ave., Pierre, SD 57501-2479  
ATTN: SHMO 605-773-3231
- n. CFDA No(s) and Name(s): 97.047 - Building Resilient Infrastructure and Communities
- o. Is the grant award for research and development (R&D)? YES \_\_\_ NO XX
- p. Indirect Cost Rate for federal award: N/A

BRIC 2020 EMD-2020-BR-119-0007

Community: Coddington County, South Dakota

Name of Local Plan: Coddington County Pre-Disaster Mitigation Plan Update

### Planning Process

#### PDM Plan Update Priorities

The 2018 plan had excellent participation in plan development. Most jurisdictions were able to participate in almost all planning meetings. The Plan developers are commended for providing ample opportunity for public input.

### Hazard Identification and Risk Assessment

#### PDM Plan Update Priorities

The 2018 plan provides a thorough review of hazards that pose a threat to Coddington County communities. It is great that this section addresses the topic of climate change and notes that climate change will generally increase the number and intensity of weather hazards in the region. For the upcoming plan update, how to conduct a more nuanced evaluation of the potential future impacts of climate change – which events in particular is the county likely to experience with increased intensity and frequency? Additionally, the upcoming plan update would also benefit from a thorough analysis of threats to vulnerable populations in the county, which could inform potential hazard mitigation strategies that minimize risk to these populations.

### Mitigation Strategy

#### PDM Plan Update Priorities

Coddington County is part of the South Dakota Strategic Advances where LIDAR was purchased for the entire county. The following link (<http://bit.ly/SDakotaMapJournal>) directs to the South Dakota Map Journal where you can request your community's initial flood risk assessment results along with hydrology and hydraulic models. This information should be incorporated into the upcoming plan update.

For the upcoming plan update, also consider reviewing the following FEMA resources to create more robust mitigation actions:

- [Mitigation Ideas resource](#)
- The [Mitigation Action Portfolio](#), and/or
- The [Building Community Resilience with Nature-Based Solutions guide](#)

### Plan Update

#### PDM Plan Update Priorities

Continued public engagement relies on the public to actively seek out the plan and give feedback. For this upcoming plan update, the Planning team should consider other ways it could encourage public engagement, such as other public meetings, townhalls, booths fairs, or public spaces like libraries. Also note, that since the last plan review PDM has been replaced by BRIC as a potential funding source for hazard mitigation projects.

Andrew and Cindy,

Attached you will find two copies of the contract between Codrington County and First District for the development of the Pre-Disaster Mitigation Plan. After the Commission approves the Grant award for the PDM at their next meeting, please have the Commissioners approve, sign both copies and return one copy to my office.

You will note that the contract cost is for \$17,650. HMGP Grant funds will cover \$13,237.50 of the costs. I will then apply \$4,412.50 of Codrington County's 2023 annual dues to the District towards this project. Therefore, the County will not need to budget any additional dollars for the project other than the normal annual dues paid to the District.

**Things to do:**

- As far as what needs to be done next, you will also need to provide the First District a list by March 1, 2022 of whom will or should be on the Pre-Disaster Mitigation Team. This group will meet with us 3 times over the course of the next 15 months. Generally, we like to see a group made up of the following:
  - Representative from each participating municipality
  - Representative from Sheriff's Office
  - Representative from each Rural electric and Rural water
  - Representative from public and private utility companies
  - Representative from municipal planning or engineering departments
  - Representative from fire departments
  - Representative from LEPC
  - Representative from each school district
  - Others
- Once you get the list prepared – We will draft a letter of invitation to the first meeting – scheduled for some time in April 2022 – We will send you the letter and you can then mail it to the participants. After the first meeting we will then generally communicate via e-mail.
- We will also prepare and send you a notice for the newspaper which will need to be published a week before our March meeting.

If there are any questions, please contact me.

Todd A. Kays  
Executive Director  
First District Association of Local Governments



## LETTER OF AGREEMENT

FIRST DISTRICT ASSOCIATION  
OF LOCAL GOVERNMENTS  
POB 1207  
WATERTOWN, SD 57201

CODINGTON COUNTY  
EMERGENCY MANAGEMENT  
14 1<sup>st</sup> AVENUE SE  
WATERTOWN, SD 57201

\_\_\_\_\_  
Referred to as District

\_\_\_\_\_  
Referred to as County


The County hereby enters into an agreement with the District

### I. THE DISTRICT

- A. This agreement shall, commence on February 8, 2022 and end on or about April 1, 2023.
- B. The District agrees to perform work activities as described in "First District Association of Local Governments Proposed Scope of Work for Codington County Emergency Management Pre-Disaster Mitigation (PDM) Plan".
- C. The District will deliver the PDM Plan for submission to the South Dakota Department of Emergency Management and FEMA on or before December 1, 2022.

### II. COUNTY

- A. The County will provide the First District with all information described in "First District Association of Local Governments Proposed Scope of Work for Codington County Emergency Management Pre-Disaster Mitigation (PDM) Plan".
- B. The County will make payment of four thousand four hundred twelve dollars and fifty cents (\$4,412.50) to the First District in the second quarter of calendar year 2022.
- C. The County will make payment of thirteen thousand two hundred thirty-seven dollars and fifty cents (\$13,237.50) to the First District after approval of the PDM by the South Dakota Department of Emergency Management and FEMA.
- D. Total agreement amount (not to exceed) seventeen thousand six hundred fifty dollars (\$17,650).

  
\_\_\_\_\_  
District Signature                      1/24/2022                      Date

\_\_\_\_\_  
Codington County                      Date  
Signature

**“First District Association of Local Governments Proposed Scope of Work for Codrington County Emergency Management Pre-Disaster Mitigation (PDM) Plan”**

**FEMA Requirement: Documentation of the Process**

- A. The District will document the process of the PDM. This may include the following information:
1. How existing plans, studies, and reports were reviewed and incorporated.
  2. Identification of the list of entities/stakeholders that were required to be informed about the planning effort.
  3. Identification of the emergency contacts within incorporated areas that were deemed necessary to be involved in risk assessment for their communities and the specific recommendations for their jurisdictions that were outside the County’s jurisdiction.
  4. Identification of the workgroup, most of who were likely selected from the stakeholders identified above.
  5. Identification of how mitigation strategies were developed and prioritized.
  6. Documentation of adoption of all participating jurisdictions.

**FEMA Requirement: Public Participation Process**

- A. The District will document how the public was involved throughout the PDM development. This may include copies of press releases, public notices, presentations, distributed fact sheets, meeting minutes, etc.

**FEMA Requirement: Community Profile**

- A. The District will document the following information pertaining to the County and any participating jurisdiction.
1. General County/Community Description.
  2. Demographic Information.
  3. Physical characteristics (land use, wetlands etc.).
  4. Socio-economic setting.

5. Community infrastructure (transportation, wastewater, drinking water, schools, hospitals, etc.).
6. Community services (fire, emergency, ambulance, public health, and police).

### **FEMA Requirement: Risk Assessment**

#### Step 1. Hazard Identification

- A. The District will identify and describe, with the assistance of the County, each natural and/or manmade hazard that could affect the County and/or any other jurisdiction included within the PDM, and will further provide such information to the First District.
- B. The District will provide, with the assistance of the County, a description of the history of occurrence of each identified natural and/or manmade hazard.
- C. The District will estimate, with the assistance of the County, the level of risk or occurrence as low, medium, or high. First District, with the assistance of the County, will further provide information detailing how the probability of the identified natural and/or manmade hazard occurring within the County and/or participating jurisdictions was determined.
- D. The District will provide, with the assistance of the County, information describing the gaps and deficiencies in dealing with these hazards. This would include information on programs and policies currently in place for hazard mitigation that address the identified hazards.

#### Step 2. Vulnerability Analysis

- A. The District will identify, with the assistance of the County, all assets (buildings, infrastructure, and critical facilities which may be damaged in the event of a specific hazard. This information will subsequently be provided to the First District.
- B. The District, with the assistance of the County, will need to provide assessment data in order to estimate the mean value of buildings, infrastructure, and critical facilities, which may be impacted by a hazard, in order to calculate potential losses associated with disasters.
- C. The District will provide, with the assistance of the County, information regarding future development patterns within the County and participating jurisdictions

### **FEMA Requirement: Mitigation Strategy Development**

- A. The District will provide, with the assistance of the County, initial input on strategies (including cost estimates and responsible parties where possible) to reduce risks and losses from the identified hazards.

- B. The District will write initial suggested strategies based on Codington County input and FEMA literature. The recommendations will be used as a starting point.
- C. The District will review draft goals and strategies prepared by First District and will further identify project feasibility and prioritize said goals and strategies.\
- D. Note: Per FEMA guidelines – If resources are inadequate to create this information as part of this planning process, then this can be identified as a strategy to work on for the five-year plan update. Along these lines if it becomes difficult to address all hazards in detail in the plan for the County and other jurisdictions, one recommendation could be to further address this in an additional planning effort. This way the County and other jurisdictions are included in the planning effort and will meet the HMGP requirements but can use the plan to refine their needs.

**FEMA Requirement: Monitoring, Evaluating and Updating the Plan.**

- A. The District will provide Codington County with a sample process based on FEMA literature for the monitoring, evaluation, and future updates to the PDM.
- B. Codington County will review draft monitoring; evaluating and updating portion of the PDM and provide comment to the District.

**Specific First District Work Tasks**

- A. The District will compile and analyze the information submitted by Codington County.
- B. The District will draft the PDM plan incorporating the FEMA requirements as described above.
- C. The District will build, and incorporate maps required by FEMA.
- D. The District will provide Codington County with ten (10) hard copies and one digital copy of the PDM.