#### **AGENDA**

#### Codington County Board of Commissioners Codington County Court House, 14 1st Ave SE, Watertown SD Commission Chambers, Room #114 9:00 a.m., Tuesday, August 23, 2022

- 1. Pledge of Allegiance
- 2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
- 3. Conflict of interest items
- 4. Action to approve the August 23, 2022, agenda
- 5. Action to approve the August 16, 2022, minutes of the Board of Codington County Commissioners
- 6. Discussion with officials from Rauville Township, Waverly Township, and SD GF&P regarding culverts and bridges
- 7. Monthly Reports
  - a. Emergency Management
  - b. Sheriff
- 8. Action to participate in the Local Emergency Management Performance Grant program
- 9. Action to renew E-911 contract for services with the City of Watertown
- 10. Action to move the Elmira Township polling location to the Codington County Extension Center
- 11. Action to approve a resolution combining precincts for the 2022 General Election
- 12. Presentation on bridge inspections from Mark Junker, Banner Associates
- 13. Discussion and action to accept Excel Energy's Dakota Range proposal for reimbursement for haul agreement
- 14. Action to approve change order for County Road 9B project
- 15. Presentation from a Swiftel representative on PBX phone system
- 16. Note date of next Board meeting
- 17. Discussion/possible action to enact a Burn Ban
- 18. Review of 2023 Budget requests
- 19. Action to approve claims for payment
- 20. Action to approve automatic budget supplements

- 21. Action to approve personnel changes
- 22. Action to approve travel requests
- 23. Public Notices a possible quorum of Commissioners could be in attendance at:
  - a. SDACO/SDACC annual convention, September 12-13, Pierre, SD
- 24. Old Business
- 25. New Business
- 26. Open
  - a. Public Comments
  - b. Commission Comments
- 27. Action to enter into Executive session per SDCL 1-25-2
  - (1) Discussion of personnel issues
  - (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters
  - (3) Preparing for contract negotiations with employees or employee's representatives
  - (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)
- 28. Action to adjourn until 9:00 a.m., Tuesday, September 6<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 Codington County Court House 14 1st Ave SE Watertown, SD 57201

August 16, 2022

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, August 16, 2022, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Brenda Hanten; Chair Hanten, presiding. The pledge of allegiance was led by Commissioner Gabel.

#### 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 Waterman, second by VanDusen, to approve the August 16th, 2022 agenda as posted; all voted aye; motion carried.

#### MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of August 9th, 2022; all voted aye; motion carried.

#### AMENDMENT TO ORDINANCE #8-96 SECOND READING, PUBLIC HEARING, ADOPTION

The Board held the second reading and public hearing to amend Ordinance #8-96 pertaining to the speed limit on sections of County road 14. Chair Hanten gave the second reading and opened the public hearing. There were no comments from the public. Chair Hanten closed the public hearing at this time. Chair Hanten called for a motion to amend Ordinance 8-96. Motion by VanDusen, second by Gabel, to adopt the proposed amendment to Ordinance #8-96. Commissioner VanDusen noted this ordinance will set County speed limits, consistent with City speed limits, in this area around Lake Kampeska. The following Ordinance was adopted:

#### AMENDMENT TO ORDINANCE #8-96

WHEREAS, in the judgment of the Board of Commissioners of Codington County, South Dakota, In the interest of travel efficiency and safety for all citizens, it has been determined that Ordinance numbered 8-96 shall be amended to include the following described segment of Codington County Road number 14.

Codington County Road # 14, Beginning at the intersection of County Road 17-5, then proceeding west approximately 1315 feet shall be posted at 35 MPH. From intersection of 139 proceeding east on County Road # 14 approximately 1725 feet shall be posted 35 MPH.

THEREFORE, be it ordained that the Highway Superintendent be ordered to post the above-mentioned road segment at the designated speeds, and that the designated speed limits shall be effective upon erection of the signs.

First reading: July 26, 2022 Second reading: August 16, 2022 Public Hearing: August 16, 2022

Codington County, 16 August 2022

Adopted date: August 16, 2022

Effective: upon posting of speed limit signage

The above and foregoing amendment was moved for adoption by Commissioner VanDusen, second by Commissioner Gabel; and upon roll call vote; Gabel, Waterman, Johnson, VanDusen and Hanten voted "aye"; whereupon the Chair declared the amendment duly passed and adopted.

Dated at Watertown, South Dakota, this 16th day of August, 2022

Brenda Hanten Commission Chair

ATTEST:

<u>Cindy Brugman</u> Codington County Auditor

#### MONTHLY REPORTS

4-H/Youth Program Advisor, Jodi Loehrer, updated the Board. The 2022 4-H Achievement days was a success and thanks was expressed for the recent installation of air conditioning in the North Expo. Jodi also expressed thanks for the many supporters of Codington County 4-H. Several of the Achievement Day Champions will advance to a "sweet 16" competition consisting of the 16 counties located in the north east part of the state. State Fair planning is underway and the NE Advisors are working on the next 4-H Regional Teen Dash. Facilities Manager, Steve Molengraaf, updated the Board. Extension Center Complex – the barn has been cleaned up following achievement days; auction sales and a Fiber Fair event are scheduled for the immediate future. Government Buildings – fire extinguisher training was attended by 24 employees and work continues to find a new phone system for County offices. Detention Center – no major issues at this time. Memorial Park – staff are cleaning and painting; bookings have resulted in revenue of \$142,964.08 to date, with \$3,028.00 collected for point-of-sale items (firewood & LP gas). The District Manager of the Dakota Horizons Girls Scouts has contacted Mr. Molengraaf and an agreement is being drafted to turn over the Girl Scout building, located at Memorial Park, to the County. Weed Department – spraying along County Roads 6 & 17 has taken place to clean up weeds along the road shoulders and cracks in the road. West Nile - Culex numbers vary each week and spraying will take place in several communities this week. Highway Supt., Rick Hartley, updated the Board. The Bus Barn road has been ground and laid back with paving to start this week. County road 23, north of Tinkertown, has been ground and injected. The top cut has been completed on all gravel and asphalt County roads; fall mowing will begin in September; gravel continues to be hauled to soft spots; brooming of pea rock, used to chip seal roads, is underway; 2 large culverts on County road 9-3 (458 Ave north of 166 St) have rusted out and been replaced; a project to inventory all culverts on County roads is being planned for this fall; type, size and location meetings have been held to determine future plans for bridges on County road 20 (160 St) and on County road 2-3 (Cottonwood St.); load limits on the 14th Ave bridge will be enforced as soon as signage become available; work continues with First District Association of Local Governments to prepare the County's 5 Year Road and Bridge Plan. Pelican Township is the only Township that has provided the Highway Dept, with a 5 Year Plan. The new fuel pumps have been installed at the Highway Dept.

#### SURPLUS SPRAY LOGGER

Motion by Johnson, second by Gabel, to declare GEN01678, a spray logger E3 unit, s/n MF1005, and accessories, surplus to be traded in for new equipment; all voted aye; motion carried.

#### HEALTH IMPROVEMENT INNOVATION GRANT APPLICATION

Motion by Johnson, second by Gabel, to authorize Welfare Director, Sara Foust, to apply for a Health Improvement Innovation Grant; all voted aye; motion carried. If awarded this grant will be used to develop a marketing plan for Strategic Planning.

#### **DISCRETIONARY VALUES RESOLUTIONS**

Motion by VanDusen, second by Gabel, to approve Resolution 2022-19, as prepared by Director of Equalization, Shawna Constant, in order to comply with SDCL 10-6-137, regarding discretionary values on new affordable housing structures; all voted aye; motion carried.

#### CODINGTON COUNTY RESOLUTION No. 2022-19 Discretionary Formula SDCL 10-6-137

WHEREAS, the County of Codington, State of South Dakota has deemed it in the best interest of the County to adopt a Resolution implementing a Discretionary Formula for the reduced taxation of new structures and additions and partially constructed structures pursuant to SDCL § 10-6-137.

**NOW**, **THEREFORE**, **BE IT RESOLVED**, that the following properties shall be, and hereby are, specifically classified for the purpose of taxation pursuant to SDCL § 10-6-137(5), (6), and (7):

Any new commercial residential structure, or addition to an existing structure, containing four or more units, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(5));

Any new affordable housing structure containing four or more units with a monthly rental rate of the units at or below the annually calculated rent for the state's sixty percent area median income being used by the South Dakota Housing Development Authority, for a minimum of ten years following the date of first occupancy, if the structure has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(6));

Any new residential structure, or addition to or renovation of an existing structure, located within a redevelopment neighborhood established pursuant to SDCL § 10-6-141 if the new structure, or addition, or renovation has a full and true value of five thousand dollars or more. The structure shall be located in an area defined and designated as a redevelopment neighborhood based on conditions provided in SDCL § 11-7-2 or SDCL § 11-7-3 (SDCL § 10-6-137(7));

**BE IT FURTHER RESOLVED**, that any structure classified pursuant to this Resolution shall, following construction, initially be valued for taxation purposes in the usual manner, and that value shall be referred to in this Resolution as the "Pre-Adjustment Value"; and

**BE IT FURTHER RESOLVED**, that the assessed value to be used for tax purposes of any structure classified pursuant to this Resolution shall, following construction, be calculated as follows:

- a. For the first tax year following construction, 0% of the Pre-Adjustment Value;
- b. For the second tax year the following construction, 0% of the Pre-Adjustment Value;
- c. For the third tax year following construction, 0% of the Pre-Adjustment Value;
- d. For the fourth tax year following construction, 0% of the Pre-Adjustment Value;
- e. For the fifth tax year following construction, 0% of the Pre-Adjustment Value;

- f. For the sixth tax year following construction, 0% of the Pre-Adjustment Value; and
- g. For the seventh tax year following construction, 100% of the Pre-Adjustment Value;

**BE IT FURTHER RESOLVED**, that the Board of County Commissioners may, if requested by the owner of any of the above described property, not apply the above formula, in which case the full assessment shall be made without application of the formula. In waiving this formula for the structure of one owner, the Board of County Commissioners is not prohibited from applying the formula for subsequent new structures by that owner; and

**BE IT FURTHER RESOLVED**, that for purpose of this Resolution, the assessed valuation during any of the seven years may not be less than the assessed valuation of the property in the year preceding the first year of the tax years following construction; and

**BE IT FURTHER RESOLVED**, that any structure that is partially constructed on the assessment date may be valued for tax purposes pursuant to this Resolution and the valuation may not be less than the assessed valuation of the property in the year preceding the beginning of construction; and

**BE IT FUTHER RESOLVED**, that following the seven-year period under this section, the property shall be assessed at the same percentage as is all other property for tax purposes.

Approved this 16th day of August, 2022

Brenda Hanten Codington County Commission Chair

ATTEST:

<u>Cindy Brugman</u> Codington County Auditor

Motion by VanDusen, second by Gabel, to approve Resolution 2022-20, as prepared by Director of Equalization, Shawna Constant, to update language regarding SDCL 10-6-137; all voted aye; motion carried.

#### CODINGTON COUNTY RESOLUTION No. 2022-20 Discretionary Formula SDCL 10-6-137 (Replaces Resolution 2021-29)

WHEREAS, the County of Codington, State of South Dakota has deemed it in the best interest of the County to adopt a Resolution implementing a Discretionary Formula for the reduced taxation of new structures and additions and partially constructed structures pursuant to SDCL § 10-6-137.

NOW, THEREFORE, BE IT RESOLVED, that the following properties shall be, and hereby are, specifically classified for the purpose of taxation pursuant to SDCL § 10-6-137:

Any new industrial structure, including a power generation facility, or an addition to an existing structure, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137);

Any new commercial residential structure, or addition to an existing structure, containing four or more units, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137);

Any new nonresidential agricultural structure, or any addition to an existing structure, if the new structure or addition has a full and true value of ten thousand dollars or more (SDCL § 10-6-137);

**BE IT FURTHER RESOLVED**, that any structure classified pursuant to this Resolution shall, following construction, initially be valued for taxation purposes in the usual manner, and that value shall be referred to in this Resolution as the "Pre-Adjustment Value"; and

**BE IT FURTHER RESOLVED**, that the assessed value to be used for tax purposes of any structure classified pursuant to this Resolution shall, following construction, be calculated as follows:

- h. For the first tax year following construction, 0% of the Pre-Adjustment Value;
- i. For the second tax year the following construction, 0% of the Pre-Adjustment Value;
- j. For the third tax year following construction, 0% of the Pre-Adjustment Value;
- k. For the fourth tax year following construction, 0% of the Pre-Adjustment Value;
- 1. For the fifth tax year following construction, 0% of the Pre-Adjustment Value; and

**BE IT FURTHER RESOLVED**, that the Board of County Commissioners may, if requested by the owner of any of the above described property, not apply the above formula, in which case the full assessment shall be made without application of the formula. In waiving this formula for the structure of one owner, the Board of County Commissioners is not prohibited from applying the formula for subsequent new structures by that owner; and

**BE IT FURTHER RESOLVED**, that for purpose of this Resolution, the assessed valuation during any of the five years may not be less than the assessed valuation of the property in the year preceding the first year of the tax years following construction; and

**BE IT FURTHER RESOLVED**, that any structure that is partially constructed on the assessment date may be valued for tax purposes pursuant to this Resolution and the valuation may not be less than the assessed valuation of the property in the year preceding the beginning of construction; and

**BE IT FUTHER RESOLVED**, that following the five-year period under this section, the property shall be assessed at the same percentage as is all other property for tax purposes.

Approved this 16<sup>th</sup> day of August, 2022

Brenda Hanten

Codington County Commission Chair

ATTEST:

Cindy Brugman

Codington County Auditor

#### PART TIME STATE'S ATTORNEY ADMINISTRATIVE SUPPORT POSITION

Motion by Gabel, second by Waterman, to advertise and fill a part-time Administrative Support position in the State's Attorney's office due to a recent resignation of same; all voted aye; motion carried.

#### TRAVEL REQUESTS

Motion by Gabel, second by Waterman, to approve the following travel requests; all voted aye; motion carried: Extension Administrative Specialist, State Fair booth set up; Emergency Management Director, three events, POD training, Advanced Professional Development Series Course, and Sport Event Risk Management Course.

#### SDACC CORRESPONDENCE

Chair Hanten noted correspondence from SDACC President, Dean Karsky, encouraging all County Commissioner board members to take an active role in the SDACC by attending the annual conference and district meetings held through-out the year.

#### **EXECUTIVE SESSION**

Motion by Gabel, second by Johnson, to enter into executive session, per SDCL 1-25-2 (3), preparing for contract negotiations with employees or employee's representatives; at 9:44 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:30 a.m., no action was taken. Human Resource Representative, Natalie Remund was present for executive session.

#### REQUEST TO USE MEMORIAL PARK FACILITIES

Facilities Manager, Steve Molengraaf, advised the Board he has just been contacted by organizers of the "End of Summer Fest" scheduled to be held on Lake Kampeska this weekend. The organizers are looking for a backup plan, to allow the band to setup at Memorial Park, if winds do not cooperate for this event. The Board held a brief discussion regarding this request and determined the use of Memorial Park could be allowed if the event can comply with the County's liability insurance requirements.

#### **ADJOURNMENT**

With no further business to come before the Board, a motion was made by Gabel, second by Waterman, to adjourn at 10:45 a.m., until 9:00 a.m., Tuesday, August 23<sup>rd</sup>, 2022; all voted aye; motion carried.

ATTEST:	
Cindy Brugman Codington County Auditor	
Codington County does not discriminate on the basis	s of color, national origin, sex, religion, age, or
disability in employment or the provision of service. Published once at the total approximate cost of \$	

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605.773.3231

DEPARTMENT OF PUBLIC SAFETY

prevention - protection - enforcement

EMERGENCY MANAGEMENT

August 1, 2022

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

Dear Codington County Commission,

The South Dakota Office of Emergency Management operates a grant program that provides financial support to counties emergency management program. This program is called the Local Emergency Management Performance Grant (LEMPG). It is a grant program that has its lineage from the FEMA's Emergency Management Performance Grant (EMPG); thus, there are federal grant requirements.

We are sending this grant package to all 66 counties in the state. Counties may participate in the grant annually or decide not to participate in the grant.

The LEMPG provides a single funding and reporting instrument for the accomplishment of activities and products. The Agreement acknowledges the LEMPG applies to preparedness for natural and man-made disasters.

The 2023 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 25 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in and which should be reported on a monthly basis and submitted quarterly.

If your county wishes to participate in the 2023 LEMPG program, please sign the 2023 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2022. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award in the spring/summer of 2023 and are able to provide reimbursement payments.

#### Note to the County Auditor:

The SLA grant is provided to counties to pay for 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director. 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.

Sincerely,

TINA A. TITZE

Director

cc: County Auditor (letter only)

Emergency Manager (electronic copy)

Attachments: 2023 LEMPG Grant Package

# STATE OF SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY OFFICE OF EMERGENCY MANAGEMENT 2023 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT

#### Sub-Recipient Agreement Between

Codington County Commission 14 1st Ave, 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 work or performance as described in Section 25, General Requirements, of this agreement. 100% of all activities identified in this contract must be completed. The Sub-Recipient must report on a quarterly basis, all activities performed in Exhibit C.

#### 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 (LEMPG). As a condition of this award, you are required to contribute a cost match of non-Federal funds in the amount of 50% of salary, benefits, and required training costs. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers. This reimbursement is by position, not FTE equivalent. Counties with a population over 100,000 will be reimbursed up to 50% for three employee's as long as all three have an active role in completing LEMPG requirements. 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 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 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 4<sup>th</sup> 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 Lobbing 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. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) PURPOSE:

The South Dakota Office of Emergency Management (SDOEM) LEMPG provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon activities and products under the included performance activities to justify local funding assistance. The Agreement, in particular, acknowledges that Preparedness, Mitigation, Response, and Recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

#### 25. GENERAL REQUIREMENTS:

#### ADMINISTRATION

- Submit a quarterly financial report in WebEOC no later than 30 days after the end of each quarter.
- Document all activities performed by your jurisdiction as they relate to the five areas of Administration, Preparedness, Mitigation, Response, and Recovery that are above and beyond the other items listed in Section 25. Reporting of all activities encompassed by these areas on the Workplan Reporting form should be completed monthly and shall be submitted quarterly (due 30 days after the end of each quarter).
- Complete the NIMS spreadsheet by July 1.
- Meet with your Regional Coordinator quarterly.
- Complete surveys, assessments, other grant requirements, etc. as requested by the State.

- Serve as the County Point of Contact for purposes of equipment monitoring for the EMPG and Homeland Security Grant programs conducted by DPS.
- Provide the State with working email, work phone, cell phone, and home contact information for the county
  emergency manager and an alternate contact.
- Complete the Local Capabilities Assessment for Readiness (LCAR) with your Regional Coordinator by December 31st.

#### **Training**

- All emergency management staff positions supported by LEMPG funding must comply with training and exercise requirements identified in the LEMPG Workplan.
- New county emergency management staff: If you are a new county emergency management staff
  member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff
  member), the following classes must be completed by the end of the FFY (note that IS classes can be
  taken online):
  - Complete the following Incident Command System courses:
  - IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
  - Complete the EM 101 & EM 102 course. (To be completed within 12 months of hire.)
  - Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 2 years of hire. (Note that IS classes can be completed online.)
  - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
  - Complete the EM 103 course. (To be completed within 24 months of hire.)
  - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 6 years of hire. (Note that IS classes can be completed online.)
  - Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate
    in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of
    hire.)
- The following is required for all county emergency management staff. Regional Coordinators will work with county emergency management staff members who are required to complete the following training.
  - Complete a minimum of one OEM sponsored or training officer approved classroom training course
    for continuing education. Upload a copy of your certificate in WebEOC. Report completion to your
    Regional Coordinator. (To be completed by end of performance period)

#### **PREPAREDNESS**

#### Planning

Conduct an annual Local Emergency Operations Plan (LEOP) review with stakeholders and county
commissioners so it is comprehensive and current. As part of this review, review and update shelters and
Disaster Response and Recovery (DRRI) facilities for your jurisdiction. These facilities and their capabilities
should be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be
reported to the Regional Coordinator and uploaded in WebEOC following the meeting. Upload a new
electronic copy of the LEOP to your County Plans board in WebEOC.

#### Resource Management & Logistics

 Update jurisdictional resource inventory within the Comprehensive Resource Management & Credentialing system (CRMCS) and ensure resources conform to Homeland Security resource typing and naming

- standards. This update requires county owned equipment to be updated. Other response resources owned by municipalities and other response organizations is highly recommended to include in this update.
- Credential emergency response personnel in your jurisdiction using the Comprehensive Resource Management & Credentialing system (CRMCS). This update requires county employed personnel to be updated. Other emergency responders employed by municipalities and other response organizations is highly recommended to include in this update.

#### Operational Coordination

- Identify and maintain primary and alternate EOC facilities. Evaluate the facilities capabilities to make planned improvements as possible.
- Maintain an EOC regional staffing capability thru mutual aid personnel resources from within your region.
   This capability is required to be documented, documentation to be uploaded in WebEOC and reported to the Regional Coordinator.
- Maintain a local (jurisdictional) primary and alternate capability for the functions of Public Affairs (Public Information Officer) and Finance. Coordinate and track training for identified people performing these functions, document on the NIMS Spreadsheet.
- Develop and participate in an annual regional exercise based on the Regional EOC staffing capability and
  to the exercise level (Tabletop, Functional, Full-Scale) of the Region's choosing. Regional Coordinator to
  document and verify participation. Note: This exercise is a separate exercise requirement from the
  mandated annual Full-Scale exercise and cannot be combined.
- Maintain a Just-in-time EOC staffing plan that includes jurisdictional recruitment, just-in-time training
  materials, and job descriptions. This plan should include positions supporting the functions of public affairs
  (PIO), planning, resource tracking, situational awareness, resource ordering & acquiring (Logistics), and
  finance. Submit the plan in WebEOC and report completion to your Regional Coordinator.

#### Public Information and Warning

• The jurisdiction will conduct a minimum of two public <u>preparedness</u> outreach and/or awareness campaigns/activities during the LEMPG year.

#### Exercises, Evaluations, and Corrective Actions

- All LEMPG funded emergency management staff will participate in and conduct a Homeland Security Exercise and Evaluation Program (HSEEP) consistent exercise incorporating Operational Coordination, Operational Communications, and at least one additional capability from the Core Capabilities List (CCL). A statewide exercise will be held during FY2023 which will meet the requirements of this item if the jurisdiction attends and participates. If the jurisdiction does not attend and participate in the exercise, the jurisdiction must complete a Full-scale exercise in their own jurisdiction to fulfill the requirement. See the Administrative Manual Exhibit D for additional information and requirements regarding exercises.
- All LEMPG funded emergency management staff will participate in and complete the requirements for one
  of the OEM scheduled drills (SD HAN, WebEOC, or Radio Drill) per quarter. If an OEM scheduled drill is
  not participated in by the jurisdiction, the jurisdiction must design and conduct a drill, tabletop, or functional
  exercise following HSEEP.

#### RESPONSE

#### Operational Coordination

- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Report events to the Office of Emergency Management Duty Officer in a timely manner using current reporting guidelines. (Current guidelines are available in the File Library of WebEOC in the County EM SDOEM Administration folder).

#### RECOVERY

- If an event occurs that may meet the guidelines for a Presidential Disaster Declaration, coordinate activities with the State and distribute Preliminary Damage Assessment (PDA) materials and provide PDA Training to eligible applicants within your jurisdiction.
- If a county has received a Presidential Disaster Declaration, assist the State with briefings and accompany
  the State-FEMA inspection team to meetings, site inspections, and observe the write-up of a project
  worksheet.

#### 26. 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.

#### 27. 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).

# 28. 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.

#### 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. WORK ITEM REPORTING REQUIREMENTS:

All work items, reports, and other deliverables identified within the LEMPG Work Plan will be considered late 7 days after each respective identified due date.

- A. 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 activity.
- B. When work items, reports, or other deliverables are considered late, it will result in an email reminder to the County EM.
- C. Failure to submit work items, reports, or other deliverables within one week of receiving the reminder will result in a letter of non-performance to the County Commission/District Chairperson and a forfeiture of that quarters reimbursement.
- D. Failure to comply with the reporting requirements of this agreement may result in loss of program funding or additional monitoring requirements.

#### 31. COUNTY EMERGENCY MANAGER WORK SCHEDULE:

The County Emergency Manager must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions.

Percentage of time worked on Emergency Management functions must be documented in timekeeping records utilizing the State timesheet. For part-time personnel who do not receive paid leave, hourly employees should track hours they work on Emergency Management but will only be reimbursed for hours up to the percentage of time reported on their Personnel Action Form. For part-time personnel who do not receive paid leave, salaried employees should track hours they work on Emergency Management and are required to work minimum hours based on the percentage of time reported on their Personnel Action Form.

If the County Emergency Manager is considered 100% time, they can hold no other role or position within county government. If the County wishes or requires for the County Emergency Manager to conduct other activities for the County, such as 911 Coordinator, Veteran's Service Officer, Deputy Sheriff, etc., they cannot be considered 100%-time County Emergency Manager and the percentage of time should be adjusted accordingly on a Personnel Action Form.

## 30. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) ADMINISTRATIVE MANUAL:

Sub-recipient is required to follow all provisions found in the SDOEM LEMPG Administrative Manual found in Exhibit D.

#### 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 2023 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT

### Sub-Recipient Agreement Between

Codington County Commission 14 1st Ave, 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 t Federal financial assistance to Sub-Recipient.	his agreement (the "Agreement" hereinafter) for a grant award of	
D. AUTHORIZED SIGNATURES		
In witness hereto, the parties signify their ag	greement by affixing their signatures hereto.	
		_
Sub-Recipient Signature - County Commission	on Chairperson Date	
State - South Dakota Office of Emergency M	lanagement Date	

## Exhibit A

## FEDERAL AWARD IDENTIFICATION

a.	Sub-recipient's name (which mus	t match the name associated with its UEI number): Codington County	
b.	Sub-Recipient's UEI number (Un	ique Entity Identifier): XWDVUSNZBCM5	
c.	Federal Award Identification Nun	nber (FAIN): (To be Determined)	
d.	Federal Award Date: (To be De	etermined)	
e.	Sub-award Period of Performance	: October 1st, 2022 thru September 30th, 2023	
f.	Amount of federal funds obligated	to the Sub-Recipient by this agreement: (To be Determined)	
g.	Total amount of federal funds obli	gated to the Sub-Recipient: (To be Determined)	
h.	Total amount of the federal awar	rd committed to the Sub-Recipient: (To be Determined)	
i.	Amount provided by State/Gran Amount matched by Sub-Recipi Total Grant Amount		
j.	j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:  2023 Local Emergency Management  Performance Grant		
k.	Name of Federal awarding agend the Pass-through entity:	cy, pass-through entity, and contact information for awarding official of	
	Awarding Agency:	United States Department of Homeland Security Federal Emergency Management Agency	
	Pass-through Entity:	South Dakota Department of Public Safety Office of Emergency Management	
	Contact Information:	Allan Miller 605-995-8990	
1.	CFDA No(s) and Name(s): 97.04	<u>2</u>	
m.	n. Is the grant award for research and development (R&D)? YES NO _X_		
n.	Indirect Cost Rate for federal awa	rd: Not applicable under this agreement.	

#### August 2, 2022

Codington County Commissioners Codington County Auditor's Office 15 1<sup>st</sup> Avenue SE Watertown, SD 57201

RE: Renewal of the E-911 contract

The Watertown 911 center appreciates having the opportunity to provide Codington County residents with professional and reliable Emergency 911 Communications Services. The current contract for 911 services is set to expire on December 31, 2022. Thank you for giving us the opportunity to provide 911 services and we look forward to continuing our partnership.

I have enclosed two copies of the revised contract. Both of the 911 contracts require signatures from your officials (page 6). You will also need to complete page 4 that refers to contact information for official written notices. We are requesting the signed contracts to be returned to the Watertown Police Department no later than **November 4, 2022**. Upon receipt, the contracts will be presented to Watertown officials for approval and signature. Thereafter, a signed original will be returned to you and the other will be retained by the Watertown Finance Officer.

If you have questions or concerns, please do not hesitate to contact me. We look forward to a continuing partnership and providing Codington County with superior 911 communication services.

Sincerely,

Ryan Remmers
Assistant Chief of Police
Watertown Police Department
128 N Maple Street
Watertown, SD 57201-3653
(605)-882-5621

#### CONTRACT FOR E-911 SERVICE

WHEREAS, Codington County, South Dakota ("Codington County"), recognizes the need for efficient and consolidated E-911 service and for specific Public Safety Answering Point (PSAP) service; and

WHEREAS, Codington County desires to obtain said service through the E-911 and PSAP system operated by the City of Watertown, South Dakota ("City of Watertown"), by and through its Police Department (the "Watertown Police Department"); and

WHEREAS, SDCL 1-24-8 authorizes the City of Watertown and Codington County to enter a contract for the provision of such service; and

WHEREAS, the City of Watertown agrees with Codington County to provide E-911 and PSAP service to the citizens and persons within Codington County, for and on behalf of Codington County, on the following considerations stated herein, it is AGREED by and between the City of Watertown and Codington County, as follows:

- 1. TERM OF CONTRACT. This contract shall run for a term of two-years commencing on January 1, 2023 and ending at midnight on December 31, 2024, provided, however, that the commencement and continuation of service to be provided by the City during such term shall be in conformance with the hereafter provided terms and provisions.
- 2. FEE FOR SERVICE. In consideration for the services to be provided by the Watertown Police Department, Codington County agrees to pay to the City of Watertown monthly payments due within ten (10) business days of receipt of funds from the South Dakota Department of Public Safety each month of this agreement. The amount to be paid during each year of this agreement will be based upon a percentage of the revenues received by Codington County from the E-911 telephone surcharge distributed by the South Dakota Department of Public Safety.
  - 2023- 100% of actual surcharge revenue received each month
  - 2024- 100% of actual surcharge revenue received each month

If at any time during the life of this agreement the South Dakota Legislature alters state law in such a way that allows Codington County to levy a higher E-911 telephone surcharge than the present \$.1.25 per line, the payments due under this contract will be renegotiated; but under no circumstance will such negotiation result in the City of Watertown receiving less than 95% of the E-911 telephone surcharge distributed to Codington County.

Payments shall be delivered by the due date to the City of Watertown Finance Office, P.O. Box 910, Watertown, SD, 57201.

The parties acknowledge that the charge is not based on the number of telephone service lines in Codington County or on the number of persons within Codington County actually receiving E-911 service.

3. CODINGTON COUNTY REPONSIBILITIES. As a condition of the agreement of the

the City of Watertown to provide the E-911 and PSAP service as contemplated by this agreement, Codington County shall:

- A. Provide at its sole expense all requisite telephone and radio links and connections to the Watertown Police Department. Failure of Codington County to accomplish the foregoing to the satisfaction of the Watertown Police Department shall excuse the City of Watertown and the Watertown Police Department from its duty to provide such service according to the terms of this agreement.
- B. Provide to the City of Watertown, a continuously current list of contact pager numbers or telephone numbers to the public safety and/or emergency service contact points or persons within Codington County, who shall be notified by the City of Watertown upon receipt by the Watertown Police Department of an E-911 call from within Codington County. The list of contact numbers shall be in writing, with the list certified to as true and

correct by such Codington County official as the commissioners of Codington County shall designate to so certify such list on behalf of Codington County. Codington County shall notify the City of Watertown of any pending change or modification to the list of emergency service contact numbers in advance of the effective date and time of such change or modification, at least three (3) working days prior to the effective date and time of such change or modification. The notice of change or modification of emergency service contact number shall be in writing, and shall specify the exact effective date and time of the pending change, and shall be certified to the City of Watertown in the same manner as above provided. The City of Watertown shall be entitled to rely on the list of emergency service contact numbers as shall be provided to the City by Codington County. The City of Watertown shall have no responsibility for the correctness and accuracy of the list of contact numbers provided to the City by Codington County. Codington County shall recertify the current accuracy and correctness of the list of contact numbers annually. The certified list of contact numbers and any and all changes, updates, shall be provided to the Chief of Police of the City of Watertown at the address and/or fax number provided in paragraph 6, hereto, and to such other person within the Watertown Police Department as the Chief may designate for that purpose. The City of Watertown shall acknowledge receipt, in writing by mail or fax, of all such notices of Codington County in respect to the public safety and emergency service agency contract telephone number list. No notice from Codington County to the City of Watertown in respect to the emergency service contact telephone number

list shall be deemed received by the City of Watertown until and unless Codington County shall have received from the City of Watertown the acknowledgment of receipt of the same, as provided herein.

- C. Remit the surcharges as herein provided.
- 4. SERVICES TO BE PROVIDED BY CITY OF WATERTOWN. The City of Watertown, through its Police Department, shall:
  - A. Provide telephone, radio, recording, and computer equipment necessary for E-911 telephone connection completion at the location of the Watertown Police Department in the City of Watertown, South Dakota.
  - B. Provide monthly activity reports relevant to Codington County as shall be deemed appropriate by the City of Watertown, Chief of Police.
  - C. The City of Watertown, at the Watertown Police Department, will answer all incoming E-911 calls coming in to the Watertown Police Department from Codington County, and will:
    - (1). Relay notification of request for emergency services and/or other applicable information received by E-911 call from within Codington

County to the appropriate Codington County public safety and/or emergency service agency, by means of radio, pager system, or a current 7 digit emergency telephone number of the public safety contact agency, as shall be appropriate to the individual circumstance, according to the certified list of contact numbers provided by Codington County. The parties agree that in any case, notification to the Codington County Sheriff or any Codington County deputy sheriff shall constitute completed relay of notice and information under this agreement.

(2). Acknowledge receipt of such relayed request for emergency services and/or applicable information from the responding units of the appropriate public safety agency. The City of Watertown and/or the Watertown Police Department shall be obligated to provide support services beyond notification and receipt or acknowledgment of notification to include NCIC, NLETS, status of units, or any other legitimate law enforcement purpose in support during and through completion of the 911 event.

#### GENERAL PROVISIONS.

A. The City of Watertown will not have operational control or authority over any Codington County public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.

- B. Security or fire alarm terminations or notifications at Watertown Police Department will not be permitted or accepted via 911- telephone service connection.
- C. Codington County agrees that it shall indemnify and hold harmless the City of Watertown including its agents, representatives, and employees, from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Codington County's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond the City of Watertown's control.
- D. Nothing contained herein shall prevent or inhibit the Watertown Police Department and Codington County, and/or any public safety or emergency Service agency within Codington County, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement.
- E. The City of Watertown shall not be responsible under this agreement for providing any emergency service within Codington County. No provision of

this agreement shall be interpreted so as to impose any responsibility upon the City of Watertown for providing any emergency service within Codington

County. This provision shall not prevent the City of Watertown or any of its public safety or emergency service agency from providing emergency assistance to Codington County or any agency or governmental subdivision within Codington County, to the same effect as such emergency assistance may be provided outside of this agreement.

F. Codington County agrees that this contract only provides for E-911 service.

It agrees that upon request of the City of Watertown, it shall provide to all of the addressed properties within its boundaries written explanation of the limited service options available.

#### 6. OFFICIAL NOTICES.

All official written notices required to be provided by the City of
Watertown to Codington County shall be given to the following person (s)
at the following address (es) or fax site (s):
TELEPHONE NO.
FACSIMILE NO.

TELEPHONE NO.	·
IELEFAUNE NU.	
T. AAT TT 7	
FACSIMILE NO.	
THODEWILDE NO.	

B. All official written notices required to be provided by Codington County to the City of Watertown shall be given to the following person (s) at the following address (es) or fax site (s):

Tim Toomey Chief of Police Watertown Police Department 128 N Maple Watertown, SD 57201-3653 (605) 882-6210 Phone (605) 882-6216 Fax

#### AND

Ryan Remmers
Assistant Chief of Police
Watertown Police Department
128 N Maple
Watertown, SD 57201-3653
(605) 882-5621 Phone
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
- 7. AMENDMENT TO CONTRACT. This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
- 8. TERMINATION. Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, Codington County shall be obligated to pay the City of Watertown all charges, which shall accrue under this contract to the termination date. Should Codington County

shall accrue under this contract to the termination date. Should Codington County default in the payment of the charges payable to the City of Watertown as herein provided, then the City of Watertown may discontinue service and terminate this agreement; provided however that service shall not be terminated unless the City of Watertown shall first give notice of such default to Codington County, and Codington County shall not have cured such default within 30 days of such notice.

Termination of service by the City of Watertown in the event any such default is

not timely cured shall not operate as a waiver or release of Codington County from any claims the City of Watertown may have against Codington County for breach of contract, or for any other resultant cause of action.

- 9. CONTRACT BETWEEN GOVERNMENT ENTITIES. Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the City of Watertown to any person who may be affected by the performance or non-performance by the City of Watertown under this agreement. This agreement is solely between the respective governing entities of the City of Watertown and Codington County, as is authorized and provided by law. The obligations and duties of the City of Watertown hereunder are solely contractual with Codington County.
- 10. IMMUNITIES. The City of Watertown expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. The City of Watertown does not waive any defense or immunities otherwise available by entering into this agreement.
- 11. FORCE MAJEURE. The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the E-911 service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome. A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

Codington County:		
	Codington County Commission	
	Chairperson	
Attest:		
	Codington County Auditor	
City of Watertown:		
	Chief of Police	
	Watertown City Manager	

	Attest:		
		Watertown Finance Officer	
Date of Contract Signing			
-			•
*			

#### **RESOLUTION 2020-22**

WHEREAS, the Board of County Commissioners of Codington County, South Dakota, is required by the provision of SDCL 12-14-1 to provide for election precincts throughout the County and shall designate polling places within such precincts, and

WHEREAS, a General Election is to be held on November 3, 2020, and where the Board of County Commissioners may change the boundaries of election precincts already established and where it has been determined it would be in the best interest of County taxpayers to combine some of the current precincts for said election.

**THEREFORE, BE IT RESOLVED,** that the following precincts will be combined for the County-wide 2020 General Election to be held on November 3, 2020.

Precincts A3 & A4
Precincts B1, B4, & E5
Precincts B3 & C1
Precincts C2 & D4, & Elmira Township
Precincts C3, C4 & Pelican Township
Precincts E1, E4 & Lake Township
Precincts E2 & E3
Precincts Germantown & Rauville
Precincts Kampeska & Richland

Dated this 23<sup>rd</sup> day of August, 2022

The above and foregoing resolution was moved for adoption by Commissioner, second by Commissioner. Upon vote of the Board; all voted aye; motion carried.

Brenda Hanten, Chair	
ATTEST:	
Cindy Brugman, Auditor	



414 Nicollet Mall Minneapolis, MN 55401

1-800-895-4999 Xcelenergy.com

August 12, 2022

Codington County Highway Department ATTN: Rick Hartley 1201 10th St. NW Watertown, SD 57201

DAKOTA RANGE WIND FARM CODINGTON COUNTY, SD AGREEMENT FOR ROAD USE, REPAIR, AND IMPROVEMENTS

Dear Mr. Hartley,

As you know, Xcel Energy staff has been working with Banner Associates to determine what is needed to properly restore the portions of the Codington County roadways that our Dakota Range Wind Farm project utilized during construction activities. We have received the recommendation and estimate (the "Estimate") provided by Waylon Blasius at Banner Associates. Said estimate is attached hereto for reference.

After detailed review of the Estimate, Xcel Energy agrees with the identified work and material costs and agrees to the proposed cost share for construction costs totaling \$215,072.00. Please direct an invoice to Xcel Energy at your earliest convenience and we will make the necessary arrangements for the payment to your department.

Upon Codington County's receipt of payment for the Estimate, it is mutually agreed that Xcel Energy and its contractors have performed all necessary obligations of the Road Use Agreement and will be released from any ongoing maintenance activities related to the County roadways that were used during wind farm construction.

To acknowledge receipt of, and agreement with the terms of this letter, please sign below and return at your earliest convenience.

Thank you for your courtesy and cooperation throughout this project.

Sincerely,

Chad Peterson Sr. Land Rights Agent Xcel Energy Rick Hartley Highway Superintendent Codington County, SD

cc:

Kyle Fritz, Xcel Energy Grant Wilson, Xcel Energy Robert Sandling, Xcel Energy Michael Adegoke, Xcel Energy Waylon Blasius, Banner Associates, Inc.

PERSONNEL TRANSACTION -	NEW HIRE/CHANG	E OF STATUS
EMPLOYEE NAME : Name Amanda Nichols		DATE: 8/9/2022
9-1-22 Con	OSITION TITLE: rrections Officer	DEPARTMENT: Jail
CURRENT STEP:	NEW STEP: Step 1 Grad	e35
CURRENT PAY RATE:	NEW PAY RATE: \$22.62	
REASONS FOR CHANGE:  New hire		
EMPLOYEE SIGNATURE (Musica Windy	401	
DEPARTMENT HEAD SIGNATURE	Office I	
DATE		<del>.</del> .
COUNTY COMMISSIONERS	· · · · · · · · · · · · · · · · · · ·	
PLEASE SUBMIT FORM TO THE AUDITOR'S OFF		
		AUG 1 7 2022

PERSONNEL TRANSACT	ΓΙΟΝ - NEW HIRE/CHANC	GE OF STATUS
EMPLOYEE NAME :		DATE:
Name Drayden Sc	chneider	8/9/2022
EFFECTIVE DATE:	POSITION TITLE:	DEPARTMENT:
816-22	Part-Time	Jail
	Corrections Officer	
CURRENT STEP:	NEW STEP:	(e, )
	Step 1	35
CURRENT PAY RATE:	NEW PAY RATE:	
	\$22.62	
REASONS FOR CHANGE:		·····
New hire		
		•
		•
EMPLOYEE SIGNATURE MY/M	Che Hy	
	With Ol	
DEPARTMENT HEAD SIGNATURE ///	all Will	
DATE 8-16-	22	
DATE		· · · · · · · · · · · · · · · · · · ·
COLINITY COMPRESSORES		
COUNTY COMMISSIONERS		
DATE	•	
UNI L		Para II s
PLEASE SUBMIT FORM TO THE AUDIT	OR'S OFFICE ONE MONTH PRIOF	RTO THE
EFFECTIVE OR ANNIVERSARY DATE.		
		/ <sup>15</sup> AUG 1 7 2022

CODINGTON COUNTY AUDITOR

PERSONNEL TRANSAC	TION - NEW HIRE/CHAN	IGE OF STATUS
EMPLOYEE NAME : Name Samantha	Torguson	DATE: 8/9/2022
EFFECTIVE DATE:	D Ti	
CURRENT STEP:	NEW STEP: Step 1	de 35
CURRENT PAY RATE:	NEW PAY RATE \$22.6	į į
REASONS FOR CHANGE:  New hire	·	
EMPLOYEE SIGNATURE Serman	the Thegesen	
DEPARTMENT HEAD SIGNATURE	Matt Me	
DATE Setle-	2-2	
COUNTY COMMISSIONERS		· · · · · · · · · · · · · · · · · · ·
PLEASE SUBMIT FORM TO THE AUDIT EFFECTIVE OR ANNIVERSARY DATE.		Z':
		AUG 17 2022

CODINGTON COUNTY AUDITOR

## INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Welfare
Name of traveling employee _ ~
Employee title Welfare Director Employee status exempt nonexempt X
Purpose of travel SDACWO Fall Convention
Method of transportation Vehicle
Destination
Departure date and time Destination arrival date and time m_
Return departure date and time Return arrival date and time
Costs of travel
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$250 mileage
Lodging expense \$100
Meals \$60 maximum Registration \$195
Other costs
Overtime costs involved in the requested travel <u>not anticipated</u>
Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? <u>yes</u>
YesX No If no, why
Is this travel a budgeted item? Yes X No
County Commission
Travel request approved: yes no Comments
Commission Chairman, Date

FILED

AUG 1 6 2022

## INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$0  Lodging expense	Department	Weed &	Pest	
Purpose of travel	Name of traveling	g employee	,	
Method of transportation	Employee title _	Director of Facilities	Employee status exempt X	nonexempt
Destination	Purpose of travel	State Fair W	Veed Booth	
Departure date and time Destination arrival date and time Return departure date and time Return arrival date and time	Method of transp	ortation	Personal Vehicle	
Departure date and time Destination arrival date and time Return departure date and time Return arrival date and time	Destination			
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$0  Lodging expense				
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) \$0  Lodging expense	Return departure	date and time	Return arrival date and time	
Lodging expense	Costs of travel			·
Meals\$ 34 Registration\$8  Other costs  Overtime costs involved in the requested travel  Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?  YesX No If no, why  Is this travel a budgeted item? Yes _X No  County Commission  Travel request approved: yes no Comments	Conveyance expe	nse (airplane, vehicle m	ileage, vehicle rental, etc.)	\$0
Meals\$ 34 Registration\$8  Other costs  Overtime costs involved in the requested travel  Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?  YesX No If no, why  Is this travel a budgeted item? Yes _X No  County Commission  Travel request approved: yes no Comments	Lodging expense			
Other costs Overtime costs involved in the requested travel  Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?  YesX No If no, why  Is this travel a budgeted item? YesX No  County Commission  Travel request approved: yes no Comments				
Overtime costs involved in the requested travel	Other costs			
Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?  YesX No If no, why  Is this travel a budgeted item? Yes _X _ No  County Commission  Travel request approved: yes no Comments	Overtime costs in	avolved in the requested	travel	
Is this travel a budgeted item? Yes <u>X</u> No  County Commission  Travel request approved: yes no Comments				
Is this travel a budgeted item? Yes <u>X</u> No  County Commission  Travel request approved: yes no Comments	Yes <u>X</u> No	If no, why		
Travel request approved: yes no Comments				
Travel request approved: yes no Comments	County Commis	sion		
			Comments	
Commission Chairman Date	Commission Cho			

## $\underline{\textbf{INDIVIDUAL EMPLOYEE TRAVEL REQUEST}}$

Department	Weed & Pest	
Name of traveling employee	e	
Employee title <u>Director of I</u>	Facilities Employee status exempt nonexempt	<u>X</u>
Purpose of travel	2022 State Weed Commission Meeting & Tour	
Method of transportation	County vehicle	<del></del>
Destination		
Departure date and time	Destination arrival date and time	
Return departure date and tir	menReturn arrival date and time	<u>m</u>
Costs of travel		
Conveyance expense (airpla	nne, vehicle mileage, vehicle rental, etc.) fuel	_
Lodging expense	\$110	
Meals <u>\$74</u>	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 <u>X</u> No	If no, why	
Is this travel a budgeted item	n? Yes <u>X</u> No	
County Commission		
Travel request approved: ye	resnoComments	
Commission Chairman,	Date	

## INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Emergency Management
Name of traveling employee
Employee title <u>Director</u> Employee status exempt <u>nonexempt X</u>
Purpose of travel EM Class - G2300 Intermediate Emergency Operations Center Functions
Method of transportation EM Vehicle
Destination
Departure date and time:Destination arrival date and time
Return departure date and time
Costs of travel
Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) County Vehicle
Lodging expense: State rate x 2 nights
Meals Per diem Registration: None
Other costs N/A
Overtime costs involved in the requested travel Any overtime hours will be flexed/comp
Can the traveling employee's hours be flexed to reduce or eliminate overtime costs?
Yes_XX_ No If no, why
Is this travel a budgeted item? Yes_X_ No
County Commission Travel request approved: yes no Comments
Commission Chairman Date