

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, October 03, 2023

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 October 03, 2023, agenda
5. Action to approve the September 26, 2023, minutes of the Board of Codington County Commissioner
6. Action to approve Resolution 2023-34 Codington County Five-Year Highway and Bridge Improvement Plan
7. Action to approve a quote from Duinneck to repair aprons on the bridge on County Road 6
8. Monthly Reports
 - a. Extension
 - b. Veteran Service Officer
 - c. Community Health Nurse
9. Discussion/possible action to approve the revised Public Health Assistant job description
10. Discussion/possible action to authorize Chair/Vice Chair to sign annual State Dept. of Health WIC contract
11. Action to approve to purchase trees for Memorial Park
12. Action to approve to transplant trees at Memorial Park
13. Note Native American Day Codington County office closures
14. Discussion/possible action to enact a burn ban resolution
15. Action to approve abatement applications
16. Action to approve claims for payment
17. Action to approve automatic budget supplements
18. Action to approve personnel changes
19. Action to approve travel requests
20. Public Notices – a possible quorum of Commissioners could be in attendance at:
21. Old Business
22. New Business
23. Open
 - a. Public Comments
 - b. Commission Comments
24. Action to enter into Executive session per SDCL 1-25-2
 - a. Discussion of personnel issues

- b. Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters
- c. Preparing for contract negotiations with employees or employee's representatives
- d. Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)

25. Action to adjourn upon completion of agenda item

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**

September 26, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, September 26, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Gabel, presiding. The pledge of allegiance was led by Commissioner VanDusen.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair Gabel 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 Waterman, to approve the September 26, 2023 agenda as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Schweer, to approve the minutes of September 19, 2023 as presented; all voted aye; motion carried.

ORDINANCE #82 2ND READING, PUBLIC HEARING, AND ACTION TO ADOPT

The Board held the second reading and public hearing on proposed Ordinance #82. Zoning Officer, Luke Muller, gave the second reading of the Title of the proposed ordinance. Motion by Johnson, second by Waterman, to adopt Ordinance #82. Zoning Officer Muller reviewed the process that has led to this proposed ordinance including but not limited to: contractor office, shop and yards provided in the Town District. Chair Gabel opened the public hearing at this time. There were no opponents, proponents or neutral parties that spoke on the proposed Ordinance #82. The Chair closed the public hearing at this time and turned to the Board for further discussion. The Board's discussion included but was not limited to: commented approval on (b) outdoor parking and storage being limited; questions about what conditions will be added to the requests for these purposes; all voted aye; motion carried and Ordinance #82 is so adopted.

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the plat of Strege Addition for their approval. The Board took the following action:

RESOLUTION 2023-28

A Resolution to approve the platting of the Strege Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Strege Addition in the Northeast Quarter of Section 32, Township 119 North, Range 52 West of the 5th P.M., Codington County, South Dakota (Germantown Township), and that the County Planning Commission of the

Codington County, 26 September 2023

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

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

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

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota

Donald L. Gabel II
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2023-28, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the plat of Kampeska Cemetery for their approval. The Board took the following action:

RESOLUTION 2023-29

A Resolution to approve the platting of the Kampeska Cemetery in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Kampeska Cemetery in the Northeast Quarter of Section 11, Township 116 North, Range 54 West of the 5th P.M., Codington County, South Dakota (Kampeska Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota

Donald L. Gabel II
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2023-29, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the plat of Kampeska Cemetery for their approval. The Board took the following action:

RESOLUTION 2023-30

A Resolution to approve the platting of the Jurgens Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Jurgens Addition in the Southeast Quarter of the Southeast Quarter of Section 2, Township 116 North, Range 54 West of the 5th P.M., Codington County, South Dakota (Kampeska Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

Codington County, 26 September 2023

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

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota

Donald L. Gabel II
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2023-30, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the plat of Jurgens Addition for their approval. The Board took the following action:

RESOLUTION 2023-30

A Resolution to approve the platting of the Jurgens Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Jurgens Addition in the Southeast Quarter of the Southeast Quarter of Section 2, Township 116 North, Range 54 West of the 5th P.M., Codington County, South Dakota (Kampeska Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Codington County, 26 September 2023

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota

Donald L. Gabel II
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2023-30, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the plat of Viola Engels Addition for their approval. The Board took the following action:

RESOLUTION 2023-31

A Resolution to approve the platting of the Viola Engels Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Viola Engels Addition in the West Half of the Southeast Quarter, and Government Lot 2, all in Section 18, Township 117 North, Range 53 West of the 5th P.M., Codington County, South Dakota (Lake Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota

Codington County, 26 September 2023

Donald L. Gabel II
Commission Chair, Codington County, South Dakota

STATE OF SOUTH DAKOTA
§
COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2023-31, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota.

Brenda Hanten
County Auditor, Codington County, South Dakota

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the plat of Boeder Addition for their approval. The Board took the following action:

RESOLUTION 2023-32

A Resolution to approve the platting of the Boeder Addition in the County of Codington, South Dakota

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

That an examination has been made of the plat entitled:

Viola Engels Addition in the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 21, Township 118 North, Range 52 West of the 5th P.M., Codington County, South Dakota (Rauville Township), and that the County Planning Commission of the said County has recommended approval of the said plat, and it also appearing that the plat and survey accompanying the same has been executed according to law.

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

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

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota

Donald L. Gabel II
Commission Chair, Codington County, South Dakota

Codington County, 26 September 2023

STATE OF SOUTH DAKOTA
 §
 COUNTY OF CODINGTON

I, the undersigned, the duly appointed, elected, qualified, and acting County Auditor of Codington County, South Dakota, do hereby certify that the foregoing is a true and correct copy of Resolution 2023-32, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of September, 2023, at Watertown, Codington County, South Dakota.

 Brenda Hanten
 County Auditor, Codington County, South Dakota

2023 PROVISIONAL BUDGET PUBLIC HEARING

The Board held a public hearing, as previously advertised, to allow any and all interested parties to comment on the 2024 Codington County Provisional Budget. Chair Gabel opened the public hearing at this time. No comments were offered by persons present for this hearing. Chair Gabel closed the public hearing at this time.

2023 ANNUAL BUDGET ADOPTION

Motion by VanDusen, second by Schweer, to adopt the 2024 Provisional Budget, as advertised, and accompanying budget levy resolution 2023-27; Motion by Waterman, second by Johnson, to amend the 2024 Provisional Budget as follows: Remove \$35,000.00 from the County Park Capital Outlay Buildings line item; remove \$70,000.00 from the Commissioners other current expenditures for a study line item; remove \$6,000.00 from the Commissioners Supplies & Materials line item, to bring it back to last year's budget amount of \$2,500.00; remove the \$15,000.00 increase in the request of the Watertown Development Company for their new 5-year capital campaign, and leave it at the current amount of \$45,000.00 per year; Chair Gabel allowed testimony from Traci Stein, Watertown Development Company, Director of Marketing & Public Relations, informed the Board the reason for the increase is for the strategic plan that they want to do to address issues such as workforce daycare; workforce in general; recruitment of individuals to fill the empty positions in Watertown; also addressing housing costs. Upon roll call vote of the Board; Gabel, VanDusen and Schweer voted no; Waterman and Johnson voted yes; the amended motion failed. The original motion stands to adopt the 2024 Provisional Budget, as advertised and accompanying budget levy resolution. Upon roll call vote of the Board; Gabel, Johnson, VanDusen, Schweer and Waterman voted aye; motion carried.

SIGNAGE FOR VETERAN SERVICE OFFICE

Motion by Johnson, second by Schweer, to approve a quote from Sign Pro for signage at the new location of the Veteran Service Office in the amount of \$1875.00; Veteran Service Officer, Todd Rose, informed the board that the amount of \$1875.00 includes installation, office front door lettering and 2 signs for both sides of the sign in front of the office, this is not a budgeted item due to not anticipating moving to a new location, the shortfall in the budget is approximately \$19,000.00 which accounts for 4 months' rent plus the deposit for the new location, signage for the new location and a projected amount of \$800.00 monthly cost for utilities; all voted aye; motion carried.

NEW MEMBERS TO THE CODINGTON COUNTY SEARCH AND RESCUE ROSTER

Motion by VanDusen, second by Waterman, to approve adding new members to the Codington County Search and Rescue roster; Emergency Manager, Andrew Delgado and Codington County Search and Rescue Captain, D.J. York, informed the board to add the 3 new members to the roster are Austin Mattson, Yu Ng, and Brandon Peterson; these individuals were recently interviewed and the Search and Rescue Board approved them to be

new members of the Search and Rescue and would like them added to the Search and Rescue Roster for Workman's Comp and so forth; Emergency Manager Delgado and Captain York explained the criteria of the process of becoming a Search and Rescue member. This is a volunteer team and the County appreciates all the work that they do and the equipment that is used is state of the art equipment and is all funded through community support; all voted aye; motion carried.

EQUIPMENT FOR NEW SEARCH AND RESCUE PICKUP

Motion VanDusen, second by Schweer, to approve the purchase and installation of topper, cargo management system and graphics from Advantage RV, for the new Search and Rescue pickup; Captain York, informed the Board that the new pickup was purchased with the funds from their fundraising account, the purchase and installation of the above-mentioned items will be coming out of the County budget in the amount of \$8,329.; all voted aye, motion carried.

EQUIPMENT FOR NEW SEARCH AND RESCUE PICKUP

Motion by Waterman, second by Schweer, to approve the purchase and installation of emergency lights, siren, and associated accessories and installation of the radio for the new Search and Rescue Pickup in the amount up to \$6,500; Emergency Manager, Andrew Delgado along with Captain York explained to the Board; the request to approve the above-mentioned purchase and installation will be paid from the Search and Rescue County Fund; VanDusen amended the original motion, second by Waterman, to go up to \$6,800. to allow some additional funds in case the purchase and installation will cost more; all voted aye; motion carried on the amended motion; on the original motion after amended to \$6,800. for the purchase and installation of equipment; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Manager, Andrew Delgado, reported to the Board: Search and Rescue supported Cops and Bobbers, an event put on by the Parks in conjunction with other local law enforcement agencies; meetings with FEMA in relation to the spring flooding event this year, there was a recovery scoping meeting and also 2 follow-up meetings and everything that has been requested has been sent in; the end of August there was a Crisis Track Exercise, it's a new app that is designed to track disaster related damages, when you take a picture of the damage all the coordinates populate and will calculate actual damage estimates; attended the South Dakota Emergency Management Association conference, attended the PREPARE workshop that discussed supporting mental health with traumatic incidents, also geared toward school administrators, was introduced to resources that will be able to share with some of the local schools (public safety and physical security assessments); discussion about P25 system and how the migration is going and some of the capabilities that are offered such as RF over LTE, some of the issues are not enough people to program the radios, at the conference there was some discussion at the about winter weather closures on the interstate that maps will automatically show alternate routes and people end up using worse roads than the interstate and getting stuck on these roads; the emergency manager from Colorado spoke about the Marshall fire, how they evacuated 40,000 people in less than 3 hours because the fire spread 3 miles in 45 min.; Cheri completed the requirements to get her C.E.M. (certified Emergency Management) "A" designation, this is an advanced professional series training plus experience plus participation in the conference, shout out to her; spoke to local Scout Troops about Emergency Managers and what the roles are and about emergency preparedness. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from activity in the month of August 2023, for the Detention Center and Sheriff's Office: 623 cases/calls for service; 4 accident reports were completed; 73 warrants served; 202 sets of civil papers served; 3,481 transport miles; average daily inmate population 69.58 (high ADP 76 and low ADP 61); 15 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 9 individuals using remote breathalyzers; 38 individuals testing twice daily PBT's; 32 individuals reporting twice weekly for UA Drug testing; 0 individual wearing a sweat patch; 217 bookings; \$20,185.00 collected in fees for out of county prisoner contracts; \$2,040.00 collected in work release fees; \$6,713.00 collected in fees for the 24/7 program; and \$2,398.00 collected in SCRAM fees.

Facility Manager, Steve Molengraaf, updated the board: Ag. Building – heaters are installed with the air conditioners are all wired and ready to go but going to wait to be mounted outside next spring in the south expo; Court House – carpet on the second floor and the benches are installed, plan on painting the flagpole NW of the courthouse, plan to install a solar light to shine on the flag, AED was replaced on the second floor due to a bad battery, batteries of these models are not available anymore; Detention Center – received the roofing plans from Johnson Controls last week, with that project to be completed this fall; Park – reservations for this year as of September 25th, 2023 is 2020, total revenue of \$186,563.00, since the beginning of the season, plan on attending the Park and Rec conference is in October; Weed – fall spraying has begun since the first of September, with 2/3rd completed on the county roads and ½ completed on the townships roads, really dirty, a lot of thistles this year; the State Weed Commission meeting and tour was held in the Sturgis and Lead area, the weed commission voted to allocate more grant funds for counties instead of competitive grants, the tour started at the Homestake Mine which is the testing labs for Sanford, also at the Homestake Mine they presented to everyone a Peace Garden which is being developed with native plants of the area, went to the top of Terry Peak and the Lawrence County weed supervisor showed all the housing developments that have been completed or in the process which he is now having issues with all the noxious weeds because of nonresident landowners, also went to the BLM land to discuss the BLM land control measures, also toured the Belle Fourche River to learn about control measures with invasive phragmites, followed by control measures of chicory near Sturgis; West Nile Virus – attended the Mosquito Conference in Aberdeen, speakers included pesticide control measures and chemical resistance, Aberdeen and Sioux Falls on their control measures which they run on different thresholds, SDSU/Department of Health with infections and diseases with mosquitoes and ticks; there are 75 West Nile Virus human cases with 2 deaths, 11 were human viremic blood donors as of September 21, 2023.

MEMORIAL PARK CAMPGROUND MANAGERS CONTRACT 2024

Motion by VanDusen, second by Waterman, to approve the 2024 Seasonal Memorial Park Campground Management Services Agreement with Scott and Gail Wahl; in the amount of \$19,200.00 with monthly payments of \$3,200.00 in April, May, June, July, August and September; upon vote of the Board all voted aye; motion carried.

PLANT BLACK HILLS SPRUCE TREES AT MEMORIAL PARK

Facility Manager, Steve Molengraaf, informed the Board to approve to purchase 20 – 12-15' Black Hills Spruce Trees from Dennis Molengraaf, which he mentioned is his brother and his brother determined a cost per foot per tree for a cost of \$400.00 per tree for a total of \$8,000.00; also found someone that would be able to spade the trees in; the Board requested that the Facility Manager get quotes from other individuals for the cost of the trees, which could include spading them in also. Put both agenda items #16 & #17 on next week's agenda.

RESOLUTION TO CANCEL OUT-DATED CHECKS/WARRANTS

Resolution #2023-33

The following unclaimed checks and warrants are being presented, for cancellation to the Board of County Commissioners of Codington County, pursuant to SDCL 7-22-17.

NUMBER	NAME	AMOUNT
160648	CHAD WOJAHN	\$10.84
160665	KRANZ RENTALS INC	32.97
160684	VICTOR WONDEGA CHARLES	11.50
160756	RYAN CHING	12.52
160826	DESIREE JONES	10.84
160834	ANGELA KELLY	10.00

160850	SETH LORTON	11.68
160863	TINA MEIER	10.84
160927	JARON SCHLECHTER	12.52
161389	JAMES BUTLER	18.40
161434	CHRISTOPHER EVJEN	10.84
161489	NATHAN LAMB	12.52
161498	JAMIE MACK	11.68
161628	ALEXIS WALTZ	10.00
161679	MICHAEL G SCHWARTZ	58.67
161807	JEFFREY KUEHN	15.88
161838	MARIA MOELLER	12.52
161918	JESSICA VANDENBERG	12.52
162017	SAMANTHA CONVERSE	17.56
162025	BRYCE DAHLE	52.52
162052	COURTNEY FORTIN	51.68
162408	KOLTEN WEBER	59.24
162519	TIMOTHY COMES	15.04
162531	JEFFERY DAVIS	11.68
162533	CHRISTOPHER DUTENHOEFFER	10.00
162732	STEVEN VANHEE	15.04
162808	CLAYTON BLOCKER	11.68
162869	WILLIAM GRIPENTROG	50.84
163048	GRANT WIRKUS	13.36
163049	KENDRA WOLD	10.84
163083	DALTON KRUEGER	11.00
163239	DANINE JACOBSON	10.84
163297	CODY MILES	10.00
163306	AMANDA MURRAY	11.68
163424	GRANT WIRKUS	13.36
163540	ALLEN BENCK	23.44
163567	TIMOTHY COMES	15.04
163622	DANINE JACOBSON	10.84
163623	SKYLAR JENKINS	10.84
163717	JEFFERY SCHAACK	26.80
163748	ALLICEN STEVENS	55.00
163907	GEORGE GOODHART	20.00
164066	DUSTIN TYRRELL	8.00
164095	BRANDALYNN WILSON	10.00
164096	BRIAN WILSON	20.00

Total Remitted as Unclaimed Property	\$863.06
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Approved by the Board of Codington County Commissioners this 26TH day of September 2023

Chairman, Codington County Commissioners

ATTEST:

Codington County, 26 September 2023

Codington County Auditor

TAX DEED AUCTION

Motion by Johnson, second by Schweer, to approve notice of Tax Deed Auction; appoint property appraisers, Shawna Constant, Jacki Manning and Steve Molengraaf; and declare the following property surplus to be sold: Lot 10, Block 7, Davis Addition, City of Watertown, SD; all voted aye; motion carried. The auction will possibly take place during the Board's meeting scheduled for October 17th, 2023.

BURN BAN DISCUSSION

The Board decided there was no need at this time.

CLAIMS

Motion by VanDusen, second by Johnson, to approve the September salary claims; all voted aye; motion carried.

Commissioners: 11,291.40 total salaries. Auditor: 26,123.53 total salaries. Co. Treasurer: 38,228.85 total salaries. States Attorney: 40,342.42 total salaries. Gov. Buildings: 19,196.05 total salaries. Dir. Equalization: 53,793.95 total salaries. Reg. of Deeds: 28,552.32 total salaries. Veterans Service: 14,012.16 total salaries. Sheriff: 111,993.43 total salaries. Jail: 131,969.33 total salaries; Chad Rumpza \$23.86 PT new hire. Welfare: 18,145.93 total salaries. CO. Park: 7,011.07 total salaries. Ag. Bldg.: 11,464.46 total salaries. Co. Extension: 12,426.00 total salaries. Weed: 8,718.60 total salaries. Planning Board: 499.31 total salaries. Road & Bridge: 104,581.52 total salaries. Emergency Management: 14,063.84 total salaries. Crime Victim: 8,198.79 total salaries. W.I.C.: 5,478.67 total salaries. 24/7: 6,639.03 total salaries. Total 672,730.66

Breakdown of withholding amounts which are included in the above:

S.D. Retirement 63,315.36; VSP 808.67 eye insurance; S.D. Supplemental Retire. 4,800.00 suppl. retire.; Sanford 86,592.56; Reliance Standard Life Insurance 761.49 life ins.; Delta Dental 6,810.99 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 352.80 employee union dues; AFLAC 3,988.53 ins.; VSP 260.33 eye insurance; John Hancock 5,360.00 suppl. retire.; AFLAC 1,118.91 ins.; Watertown United Way 5.00 employee contributions; Office of Child Support 921.00 employee payments; Sioux Valley Credit Union 28,578.00 employee payments; John Hancock Roth 200.00 suppl. retire.; SDRS Supplemental Retirement 2,720.00 Roth retirement; Teamsters Local Union 120 467.00 employee union due; Codington County Deputy Sheriff's Association 105.00 employee union dues; ReliaBank Dakota 46,826.88 federal withholding; ReliaBank Dakota 62,141.98 social security; ReliaBank Dakota 14,533.30 Medicare.

EXECUTIVE SESSION

Motion by Schweer, second by Schweer, to enter into executive session, per SDCL 1-25-2 (3) preparing for contract negotiations; at 10:46 a.m.; all voted aye; motion carried. The Board returned to regular session at 11:38 a.m., no action was taken. Human Resource Representative, Natalie Remund; and Auditor, Brenda Hanten, were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by VanDusen, second by Schweer, to adjourn at 11:38 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

Codington County, 26 September 2023

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 \$_____

RESOLUTION 2023-34

A RESOLUTION ADOPTING THE CODINGTON COUNTY FIVE-YEAR HIGHWAY AND
BRIDGE IMPROVEMENT PLAN

WHEREAS, the South Dakota Department of Transportation Local Bridge and Improvement Grant Fund requires that in order to be eligible to apply for Bridge Improvement Grant funds, Counties are required to develop a five-year Highway and Bridge Improvement Plan, hereinafter referred to as Plan; and

WHEREAS, Codington County has utilized the South Dakota Department of Transportation, County Staff, the First District Association of Local Governments, Townships, and the general public in developing the various components of the Plan; and

WHEREAS, the Plan includes maps and lists identifying an inventory of highways and bridges, project needs, and revenue sources; and

WHEREAS, Codington County held a public meeting on September 19th, 2023 to solicit input into the Plan, and the citizens who attended expressed an interest in the Plan; and

WHEREAS, the County will be able to use the Plan as a tool to budget for transportation enhancements and better coordinate transportation issues with other entities;

NOW, THEREFORE, BE IT RESOLVED BY THE CODINGTON COUNTY BOARD OF COUNTY COMMISSIONERS THAT THE CODINGTON COUNTY FIVE-YEAR HIGHWAY AND BRIDGE IMPROVEMENT PLAN IS HEREBY ADOPTED AND IS RECOGNIZED AS THE HIGHWAY AND BRIDGE IMPROVEMENT PLAN FOR CODINGTON COUNTY.

Dated at Codington, South Dakota this 3rd Day of October, 2023.

Troy VanDusen, Commission Vice-Chair

ATTEST:

Brenda Hanten, Auditor



DUINICK INCORPORATED

408 6th St. PO Box 208 Prinsburg, MN 56281
An Equal Opportunity Employer

ESTIMATE #: **1262616**

PREPARED BY: **Tony Clobes**

PHONE: (605) 954-8081

FAX: (320) 978-4978

EMAIL: Tony.Clobes@duinick.com

www.duinick.com

JOB NAME CODINGTON CO RD 6 & 452ND BRIDGE
ENDS IMPROVEMENTS 2023

DATE: 9/26/2023

CONTACT NAME: RICK HARTLEY

SOLD TO: CODINGTON COUNTY, SOUTH DAKOTA

OFFICE #

FAX #

BILL TO:
WATERTOWN, SD

JOB LOCATION: COUNTY ROAD 6 & 452ND
WATERTOWN, SD

WE PROPOSE HEREBY TO FURNISH THE MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH SPECIFICATIONS:

Item Description

MOBILIZATION

MILL OUT BOTH ENDS 4" & 2" RESPECTIVE TO PLANS

PLACE 2" BITUMINOUS ASPHALT BOTTOM LIFT

APPLY TACK

PLACE 2" COMPACTED BITUMINOUS ASPHALT OVERLAY

Total Bid Price: \$16,650.00

- Notes:**
- Quote ONLY good for 20 Days without verbal commitment or mutually agreed upon extension. Please review & respond ASAP.
 - Duinick, Inc. requires min. 2 weeks notice to start construction unless mutual agreement has been agreed upon.
 - Duinick, Inc. will be paid for actual quantities placed.
 - A 3% service fee will be charged to all contracts \$3,000 and greater that are paid by CC.
 - SD EXCISE TAX INCLUDED.
 - DI NOT RESPONSIBLE FOR ANY TRAFFIC CONTROL. DI DOES REQUIRE TRAFFIC CONTROL DURING THE MILLING AND PAVING.

Payments to be made as follows: **Monthly Progress Payments**

Payment Type ☐ Check ☐ Credit Card

Interest charge of 1.5% will be charged 30 days after invoice.

Send Checks to above address.

Authorized
Signature _____

Credit Card Authorization (To be charged monthly)

Number: _____

Expiration Date: _____ Type: Visa MC

Name on Card: _____

Authorization: _____

**Note: This proposal may be withdrawn by Duinick
Incorporated if not accepted WITHIN 20 DAYS.**

Job Start Date: _____

Job Completion Date: _____

Job Number: _____

Signature to endorse the contract _____

The above prices,
conditions, specifications,
& payment terms are
hereby accepted. You
are authorized to do the
work as specified.

Date: _____



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Additional Terms & Conditions of this Contract:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.
- (c) You agree to pay reasonable costs of collection, including attorney's fees, if payment is not made when due according to the terms agreed to within this contract.
- (d) All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become extra charges over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Duinick Incorporated employees are fully covered by Workers Compensation Insurance according to all applicable statutes.

Additional Information and Diagrams:



DIVISION OF FAMILY & COMMUNITY HEALTH

Child & Family Services | Disease Prevention & Health Promotion

Commissioner Report

Codington County Community Health

July 2023-Sept 2023

PERSONNEL/OFFICE:

We currently have a position for a WIC Public Health Assistant that closed on 9/22. Interviewed will be completed shortly. This position will be filling the role that was opened when Karen Jensen retired in August.

STAFF TRAINING:

Nurses and clerical were trained on new temperature monitoring devices for our fridge and freezers that will currently store vaccine. We are upgrading from the current system we are using to help streamline temperature monitoring and be able to alert staff if temperatures are out of range. We are also waiting on training for a new system that will be used for state employees during flu shot clinics.

IMMUNIZATIONS:

School immunization audits have started for all schools in Codington County. Many schools have sent their rosters over of children and the nurses have been busy with auditing the students' immunizations and been in contact with the schools.

Flu vaccines have arrived in office. We have scheduled our state employee flu clinics and are also working with schools that are interested to provide school-based flu shot clinics as well.

As noted on our stats report we saw a large increase in immunization in August which is a normal occurrence with students going back to school.

WIC (WOMEN, INFANT, CHILDREN):

Numbers have stayed steady in WIC. The division between WIC and Public Health Nursing was completed on September 1st. We are currently still working within our office and completing warm referrals to each side to fully serve our clients.

August was Breastfeeding Awareness Month. We were able to gift 4 of our breastfeeding mothers with a cooler and breastfeeding support accessory. This was purchased with both state and county funds. Our mothers were all very excited with the gift.



DIVISION OF FAMILY & COMMUNITY HEALTH

Child & Family Services | Disease Prevention & Health Promotion

MATERNAL HEALTH:

We have increased the number of car seats that we have been ordering due to an increase in need that has been seen. We order car seats a few times a year and are set to get our next shipment in October. We continue to screen families for both a safe place for infant to sleep and car seats.

CHILD/ADOLESCENT SERVICES:

School services are underway with a few schools that have already had both screenings and teachings completed. We will continue to go to schools to complete services through October.

COMMUNITY INVOLVEMENT:

Codi attending the Interagency Meeting in September and the Advisory Council meeting with the County that was held at the Welfare office.

STATEWIDE UPDATES:

Codi Martin

Registered Nurse, Community Health Nurse

Codington County Community Health

10/03/2023



DIVISION OF FAMILY & COMMUNITY HEALTH

Child & Family Services | Disease Prevention & Health Promotion

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[YEAR] BI-ANNUAL STATS

WIC (July-Sept)		Number of Food Packages Issued	Total Estimated Food Dollars	
Total		1549	\$ 113,480.93	
*Average cost of food package is based on data from 2020.				
WIC Appointments	July	Aug	Sept	1st QUARTER
Nutrition Counseling	105	127	89	321
Certifications	68	103	43	214
Mid-Cert Assessments	41	48	36	125
Caseload	520	529	501	1550
Total Visits	214	278	168	660

WIC Appointments	Oct	Nov	Dec	2nd QUARTER
Nutrition Counseling				0
Certifications				0
Mid-Cert Assessments				0
Caseload				0
Total Visits	0	0	0	0

ASQs* Completed	July	Aug	Sept	1st QUARTER
Monthly Total	26	28	11	65
Monthly Total	Oct	Nov	Dec	2nd QUARTER
				0

*Ages and Stages Developmental/Social Emotional Screenings

Cribs for Kids	July	Aug	Sept	1st QUARTER
Distributed (No Charge to Client)	3	2	4	9
	Oct	Nov	Dec	2nd QUARTER
Distributed (No Charge to Client)				0

IMMUNIZATIONS	July	Aug	Sept	1st QUARTER
VFC DOSES	35	78	36	149
NON-VFC DOSES	8	16	2	26
INFLUENZA DOSES	0	0	4	4
	Oct	Nov	Dec	2nd QUARTER
VFC DOSES				0
NON-VFC DOSES				0
INFLUENZA DOSES				0

*The Vaccines For Children (VFC) program is a federally funded program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay. NON-VFC doses were billed to private insurance.

PHQ9	July	Aug	Sept	1st QUARTER
Monthly Total	19	12	9	40
	Oct	Nov	Dec	2nd QUARTER
Monthly Total				0

*Depression Screenings

Fluoride Varnish	July	Aug	Sept	1st QUARTER
Monthly Total	5	12	5	22
	Oct	Nov	Dec	2nd QUARTER
Monthly Total				0
Total Value \$30	\$660.00			

CAR SEATS	July	Aug	Sept	1st QUARTER
Monthly Total	4	13	8	25
	Oct	Nov	Dec	2nd QUARTER
Monthly Total				0

FILED**2 4 S C 0 9 _ _ _ _**

AUG 25 2023

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

CODINGTON COUNTY AUDITOR

Codington County
c/o County Auditor
14 1st Avenue SE
Watertown, SD 57201

Referred to as "Sub-recipient"

South Dakota Department of Health
Division of Family and Community Health
Office of Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536
(605) 773-3361

Referred to as "State"

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS**1. FEDERAL AWARD IDENTIFICATION**

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

1.1 Subrecipient Information:

- a. Sub-recipient's name, City, State, and Zip +4 (which must match the name associated with its DUNS number): Codington County, Watertown, SD 57201
- b. Sub-Recipient's unique entity identifier: XWDVUSNZBCM5
- c. Federal Award Identification Number (FAIN): 233SD708W1003
- d. Federal Award Date: October 1, 2022 to September 30, 2023
- e. Sub-award Period of Performance: 6/1/2023-9/30/2023
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$15,586.33
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance:
\$15,586.33
- 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 intake and administrative 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 Service, South Dakota Department of Health, and Rhonda Buntrock and contact information Rhonda Buntrock@state.sd.us.

- k. CFDA No(s) and Name(s): 10.557 Special Supplemental Nutrition Program 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: 07/01/2023 to 06/30/2024 = 7.3%

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
- b. Sub-Recipient's unique entity identifier: XWDVUSNZBCM5
- c. Federal Award Identification Number (FAIN): 243SD708W1003
- d. Federal Award Date: October 1, 2023 to September 30, 2024
- e. Sub-award Period of Performance: 10/1/2023 - 5/31/2024
- f. Amount of Federal Funds Obligated to Sub-recipient in this action for this period of performance:
\$31,172.67
- g. Total Amount of Funds Obligated to Sub-recipient prior to this action for this period of performance:
\$0.00
- h. Total Amount of Federal Award to the Sub-recipient for this period of performance:
\$31,172.67
- 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 intake and administrative services for the Women, Infants and Children (WIC) Program in Codington County. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through Local Agencies at no cost to eligible persons.
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2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective on June 1, 2023 and will end on May 31, 2024, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- a. Sub-recipient is not a full or part-time employee of State or any agency of the state of South Dakota.
- b. Sub-recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- c. Sub-recipient may use the following equipment, supplies or facilities owned by the state of South Dakota.
 - i. The Sub-recipient will use a state owned, personal computer and, if the Sub-Recipient is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Sub-Recipient in fulfillment of this contract.

- d. Sub-recipient will not purchase capital assets or equipment using State funds.
- e. The Sub-Recipient will undertake and complete the work or performance described as:
 - i. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.ftrs.gov.
 - ii. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Sub-recipient non-compliance or failure to comply with provision IV. (E) (i) above. Sub-recipient understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Sub-recipient's failure to supply State with any requested information necessary to comply with FFATA.
 - iii. Will comply with the terms and conditions of the Child Nutrition Act of 1966 which WIC is section 1786: https://fns-prod.azureedge.net/sites/default/files/CNA_1966_12-13-10.pdf. The Healthy, Hunger-Free Kids Act of 2010 <https://www.gpo.gov/fdsys/pkg/PLAW-111publ296/pdf/PLAW-111publ296.pdf> and 7 CFR 246 <https://www.ecfr.gov/cgi-bin/text-idx?SID=a42889f84f99d56ec18d77c9b463c613&node=7.4.1.1.1.10&rgn=div5>.
 - iv. In collaboration with the Office of Family and Child Services (OCFS) Dietitian Manager, hire, manage and provide disciplinary action if needed for employees to complete job roles and responsibilities outlined in this contract and in section 1.06T of the WIC policy and procedure manual located at <https://sdwic.org/wp-content/uploads/1.06T-Public-Health-Assistant-10.21.pdf>. Job roles and responsibilities include but are not limited to:
 - Performing intake services for clients
 - Educating clients on benefit usage and navigating stores
 - Community outreach and referral services
 - Determining income eligibility, resident, and identity of current and potential clients
 - Vendor liaison duties
 - General administration and office duties
 - v. Allow and assure new county employees providing WIC services to attend and participate in new employee training as stipulated by the WIC Program. This will include overnight travel for the SD WIC-IT training. New employee initial WIC services training must be completed within the first month of employment to ensure staff have the knowledge and permissions in SD WIC-IT to perform their jobs satisfactorily.
 - vi. Allow and assure county employees providing WIC services attend and participate in required training to remain effective/efficient in their roles.
 - vii. Use State funds exclusively for
 - 1. WIC Services
 - a. Each county receives an annual budget based on participation rates from the most recent calendar year.
 - b. Reimbursement amounts are calculated monthly based on the per participant rate and the number of WIC participants who received WIC benefits in a particular county.
 - c. FY2024 per participant rate for Clerical is - \$6.59 per participant. This rate is reviewed annually during budget determination.
 - d. WIC Central Office will generate payment and send to the Sub-recipient on a monthly basis.

2. WIC Training/Travel

- a. Reimbursement for training time and travel time to and from training location is based on State average training and travel rate, including benefits.
 - b. FY2024 Training and Travel Rate- \$21.67 per hour. This rate is reviewed annually during budget determination.
 - c. Reimbursement for per diem, mileage and lodging for staff attending WIC training is according to county policy but cannot exceed State rates. State rates for these items are included on the expenditure report.
 - d. The Central Office will generate monthly payment based on Monthly Expenditure Reports submitted by the Sub-recipient.
- viii. Provide facilities for WIC services to participants within the county. Facilities must allow for participant confidentiality during the intake process.
 - ix. Refer potential applicants to the WIC Program and inform applicants of health services available.
 - x. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.
 - xi. Subrecipient further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Persons directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <https://sdwic.org/knowledge/policy-and-procedure-manual>.
 - xii. Maintain complete, accurate, documented, and current accounting of all program funds received and expended.
 - xiii. Provide on or around 7th of month monthly expenditure report for expenses incurred, except for the month of June. All invoices to close out the contract period must be received before June 9th. See attachment A.
 - xiv. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
 - xv. When the county is or will be without staff for an extended period of time (for example, hiring a new employee is taking longer than expected or current employee is out on maternity leave or extended leave due to recovering from surgery, etc.), county can arrange coverage with another county or clinic site by contacting dietitian manager to arrange scheduling and reimbursement. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Rhonda Buntrock).
 - xvi. The OCFS Dietitian Manager may request support to cover another county or state site that is without staff. This is provided by the county at the county's discretion. If the county provides coverage for another clinic, the county will be reimbursed at the current per participant rate for the additional county/additional participants served and will be reimbursed for travel at the state rate for hotels and meals. To ensure reimbursement changes, contact WIC Central Office billing point of contact (Rhonda Buntrock).
 - xvii. Comply with State of South Dakota Cyber-Security requirement policies to include any mandatory trainings for any individuals who have a state email account/address.

- f. If the State will undertake or complete any work or performance under this Agreement, it is described as follows:
- i. State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract, up to \$46,759.00. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used.
 - ii. State will pay the following Sub-recipient expenses as a separate item as identified in the Expense Report (Attachment A).
 - iii. TOTAL CONTRACT AMOUNT (Not to Exceed) \$46,759.00. Payment will be made consistent with SDCL Ch. 5-26.
 - iv. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
 - v. State agrees to:
 - a. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
 - b. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
 - providing the Subrecipient's personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Subrecipient personnel's questions regarding the above described Manual and reviewing Subrecipient personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
 - c. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
 - d. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
 - e. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.
 - f. Provide monthly payment to the Subrecipient based on number of participants receiving WIC benefits each month.
 - g. Provide monthly payment for contract period expenses incurred and reported on the monthly expenditure report (See attachment A.). This includes payment for training WIC staff.
 - h. Provide fiscal and administrative management, including participating in hiring, supervision and evaluation of county staff provided by the contract, to ensure efficient utilization of the resources of both parties.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of This agreement is made for the purpose of providing intake and administrative 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.

Amount provided by State/Grantor is	\$46,759.00
Amount matched by Sub-Recipient	\$0.00
Total Grant Amount	\$46,759.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$0.00
Federal dollars	\$46,759.00

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

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

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

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

6. RETENTION AND INSPECTION OF RECORDS:

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

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

State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

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

7. AUDIT REQUIREMENTS:

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

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

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions. Audits shall be completed and filed with the Department of Legislative Audit by the end of the ninth month following end of the fiscal year being audited.

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

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

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

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

or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

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

8. CLOSEOUT

- a. The State will provide the subrecipient closeout letter after the period of performance end data.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS:

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

2. COST PRINCIPLES:

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

3. TERMINATION:

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

4. RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract Consultant certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification

will constitute grounds for State to terminate this contract. Consultant further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

5. COMPLIANCE WITH EXECUTIVE ORDER 2023-02

Contractor certifies and agrees that the following information is correct:

In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.

Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor 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.

6. FUNDING:

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

7. ASSIGNMENT AND AMENDMENT:

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

8. CONTROLLING LAW:

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

9. 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.

10. 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.

11. NOTICE:

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

12. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

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

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

13. STATE'S RIGHT TO REJECT

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

14. 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.

15. 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.

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

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

C. AGENCY OR GRANT SPECIFIC CLAUSES

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

3. PROPERTY MANAGEMENT STANDARDS:

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

4. TECHNICAL ASSISTANCE:

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

5. LICENSING AND STANDARD COMPLIANCE:

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

6. WORK PRODUCT:

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

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

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

7. IT STANDARDS:

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

8. HOLD HARMLESS:

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

9. INSURANCE:

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

A. Commercial General Liability Insurance:

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

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

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

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

10. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees,

officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

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

11. FEDERAL AND STATE LAWS:

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

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

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

13. FORCE MAJEURE:

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

14. CONTRACT ORIGINAL AND COPIES:

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

15. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
16. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
17. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. SUB-RECIPIENT ATTESTATION

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

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

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

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

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

THE FOLLOWING MUST BE COMPLETED BY THE SUB-RECIPIENT:

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

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

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

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

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

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

E. AUTHORIZED SIGNATURES:

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

Beth Dokken, Director Division of Family and Community Health Department of Health	Date	Sub-Recipient Signature	Date
		Brenda Hanten	
		Print or Type Sub-Recipient Name	
		bhanten@codington.org	
Darcy McGuigan, Director Division of Finance Department of Health	Date	Sub-Recipient Email	

State Agency Coding:

ALN#	10.557			
Company	2000	1000	1000	1000
Account	5206570	5206570	5206570	5206570
Program	0904004	0901001	0901001	0901001
Fund Src-subfund	113WC			
Dollar Total	\$46,759.00			

State Program Contact Person	Rhonda Buntrock
Phone	605-367-5374
State Fiscal Contact Person	Contract Accountant
Phone	605 773-3361
Sub-Recipient Program Contact Person	
Phone	
Sub-Recipient Program Email Address	
Sub-Recipient Fiscal Contact Person	
Phone	
Sub-Recipient Fiscal Email Address	

SD-WIC Policy**Administration****1.0 Administration****1.06H Clerical**

PURPOSE: Provide Clerical qualification and function guidelines for the WIC Program.

POLICY:

Person	Qualifications	Functions of Clerical
Clerical	State and Contract Employees - Graduation from high school and two years of secretary/clerical work experience or an equivalent combination of education and experience.	<ol style="list-style-type: none"> 1. Act as receptionist for office. Schedule appointments, complete reminders 2. Complete pre-certifications 3. Determine eligibility criteria for applicants including identity, residency and income (intake process) 4. Complete marketing/outreach activities for clinic Nutrition Education and Marketing Plan (NEMP) and participate in NEMP discussion 5. Provide participants with authorized vendor list 6. Provide participants with instructions on WIC benefits use <ul style="list-style-type: none"> • Review Approved Food Guide and specific foods that can be purchased • Print shopping list • Explain eWIC use and share/review South Dakota eWic Benefits Card brochure • Remind authorized person/proxy to not share their PIN with anyone they do not want to use their card • Purchase store brand foods when possible • Use coupons when available • Explain benefit start date and benefit end date. • Show participant training video • Prepare participants to shop for WIC foods (mock grocery store, when available)

		<ul style="list-style-type: none">• Provide formula/food notification:<ul style="list-style-type: none">○ If not on store shelf – inform authorized person/proxy to talk to store management about ordering formula/WIC foods- purchase from store when available○ If formula is not working for baby – return formula to <u>clinic</u>• Discuss reason for prorated benefits <ol style="list-style-type: none">7. Maintain Formula Inventory8. Maintain Breast Pump Inventory9. Maintain Resource Referral List10. Handle dual participation<ul style="list-style-type: none">• Review Dual Participation report weekly11. Print clients eligible for benefits report and provide follow up contact to participants to schedule WIC appointment12. Order eWic cards/maintain eWIC card inventory13. Other duties as assigned
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FY23 SD DEPARTMENT OF HEALTH-WIC PROGRAM MONTHLY EXPENDITURE REPORT

WIC LOCAL AGENCY (County Name): Codington County
 TOTAL CONTRACT BUDGET: \$ 46,759.00

Contract #: 24SC091319MONTH/YEAR SERVICES PROVIDED: **ACTUAL EXPENDITURES FOR REPORTING MONTH****CLERICAL TRAVEL TIME TO COVER ANOTHER CLINIC (113WC)**

Name	Date	Site	Total Travel Hours	Rate Per Hr.	Total
			0	\$ 21.67	\$ -
			0	\$ 21.67	\$ -
			0	\$ 21.67	\$ -
Total Travel Time Reimbursement					\$ -

MILEAGE - state rate is \$.51 per mile

Total Miles Roundtrip	Rate	Amount
	\$ 0.51	\$ -
0	\$ 0.51	\$ -
	\$ 0.51	\$ -
Total Mileage Reimbursement		\$ -

MEALS - meals cannot exceed state rates provided below

	# of each	State Rate	Total	
Breakfasts		\$ 6.00	\$ -	Leave before 5:31AM or Return after 7:59AM
Lunches		\$ 14.00	\$ -	Leave before 11:31AM or Return after 12:59PM
Dinners		\$ 20.00	\$ -	Leave before 5:31PM or Return after 7:59PM
Total Meals Reimbursement			\$ -	

TOTAL CLINIC TRAVEL EXPENSES \$ -**CLERICAL TRAINING EXPENSES (113WC)**

Name	Date	Training Title	Total Training & Travel Hours	Rate Per Hr.	Total	% WIC (if applicable)	% WIC Total
			0	\$ 21.67	\$ -		\$ -
			0	\$ 21.67	\$ -		\$ -
			0	\$ 21.67	\$ -		\$ -
			0	\$ 21.67	\$ -		\$ -
				\$ 21.67	\$ -		\$ -
Total Travel & Training Time Reimbursement					\$ -		\$ -

MILEAGE - state rate is \$.51 per mile

Total Miles Roundtrip	Rate	Amount
	\$ 0.51	\$ -
0	\$ 0.51	\$ -
	\$ 0.51	\$ -
	\$ 0.51	\$ -
	\$ 0.51	\$ -
Total Mileage Reimbursement		\$ -

MEALS - meals cannot exceed state rates provided below

	# of each	State Rate	Total	
Breakfasts		\$ 6.00	\$ -	Leave before 5:31AM or Return after 7:59AM
Lunches		\$ 14.00	\$ -	Leave before 11:31AM or Return after 12:59PM
Dinners		\$ 20.00	\$ -	Leave before 5:31PM or Return after 7:59PM
Total Meals Reimbursement			\$ -	

LODGING		\$75 plus tax per day	
Date	# of nights	Rate	Total
			\$ -
			\$ -
Total Lodging Reimbursement			\$ -

TOTAL CLERICAL TRAINING EXPENSES: \$ -**OTHER EXPENSES (SPECIFY):**

I hereby certify the above expenses were incurred in activities approved under the contract with the S.D. Department of Health

TOTAL MONIES TO BE REIMBURSED

\$ -

Health Professional Signature

Date

Dietitian Manager Signature

Date

County Auditor Signature

Date

Rev. 6/22

For Central Office Use:	113WC \$ -		Total \$ -
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