

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, December 03, 2024

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 December 03, 2024, agenda**
5. **Action to approve the November 26, 2024, minutes of the Board of Codington County Commissioners**
6. **Discussion with Kranz Insurance regarding employee health insurance renewal rates**
7. **Action to renew employee health insurance coverage with Sanford Health Plan**
8. **Action to determine health insurance premium employee/employer payment split and HSA account manager and manager fee**
9. **Monthly Reports**
 - a. **Extension**
 - b. **Veterans Service Office**
 - c. **Community Service Office Director**
10. **Action to approve MOU between SDSU and Codington County for the provision of items relating to 4-H in Codington County**
11. **Discussion/possible action to accept the Department of Justice Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program grant and approve the Chair to sign**
12. **Discussion/possible action to approve the Chair to sign Helpline Center contract**
13. **Action to declare office equipment and radios surplus to be destroyed and to declare salt/and spreaders surplus to be sold as scrap at the Highway Dept.**
14. **Discussion/possible action to approve COLA for non-union employee 2025 wages**
15. **Summary of union contract changes**
16. **Note Christmas office closures**
17. **Action to approve abatement applications**
18. **Action to approve claims for payment**
19. **Action to approve automatic budget supplements**
20. **Action to approve personnel changes**
21. **Action to approve travel requests**
22. **Public Notices – a possible quorum of Commissioners could be in attendance at:**
 - a. **Farm Business Banquet, December 5th, 2024, Event Center, 6:00 p.m.**

23. Old Business

24. New Business

25. Open

- a. **Public Comments**
- b. **Commission Comments**

26. Action to enter into Executive session per SDCL 1-25-2

- (1) **Discussion of personnel issues**
- (2) **Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) **Preparing for contract negotiations with employees or employee's representatives**
- (4) **Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

27. Action to adjourn upon completion of agenda items

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**

November 26, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, November 26, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Auditor, Brenda Hanten.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Gabel to approve the agenda for November 26, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of November 19, 2024; all voted aye; motion carried.

MONTHLY REPORTS

Emergency Management Director, Andrew Delgado, updated the Board: observed an exercise that a local business facilitated, this is the business that invited myself and the fire department to assist and provide some insight during the planning process, they did a good job; there were 2 Search and Rescue callouts, both were for vehicles in the water, Cheri was on call for these; Cheri helped with voting; grant award briefing for a mitigation project, funded by the Hazard Mitigation Grant Program or HMGP, this grant funding is available after a presidentially declared disaster, it allows the recipient to rebuild in a way to mitigate future disaster losses within the community, we are a pass-through entity, this project is facilitating the replacement of 2 miles of overhead three phase distribution line with equal amounts of underground line; LEPC meeting election of officers with no changes, Cheri remains the secretary/treasurer and myself as Vice-chair; Cheri is working through credentialing cards for the fire department, Watertown municipal utilities and street department for the City of Watertown; attended the Red Cross meeting and had a discussion of local facilities that serve as a shelter, plan on using the extension complex and will be working with facility manager, Steve Molengraaf with MOU's; attended the Safety Benefits conference. **Sheriff, Brad Howell**, provided the Board with the following statistics, compiled from activity in the month of October 2024, for the Detention Center and Sheriff's Office: office fees were collected in the amount of \$8,020.42, and were retained by the County; Commissary items sold in the amount of \$3,012.19 with a commission fee to the County in the amount of \$3,633.88; 645 cases/calls for service; 19 accident reports were completed; 72 warrants served; 293 sets of civil papers served; 2,232 transport miles; average daily inmate population 51.81 (high ADP 61 and low ADP 45); 17 individuals wearing SCRAM (security continuous remote alcohol monitor) bracelets; 13 individuals using remote breathalyzers; 41 individuals testing twice daily PBT'S; 38 individuals reporting twice weekly for UA Drug testing; 0 individual wearing a sweat patch; 220 bookings; \$18,335.00 collected in fees for out of county prisoner contracts; \$2,540.00 collected in work release fees; \$5,704.00 collected in fees for the 24/7 program; and 4,509.00 collected in SCRAM fees. Sheriff Howell noted due to the absentee voting there were 12,871 individuals that went through the security booth compared to a

typical number of 5,000-6,000; had jail and taser training; the Sheriff's Office chose to do a food drive for the Salvation Army for their project for the year.

PLAT RESOLUTION APPROVED

Zoning Officer, Luke Muller, reviewed and presented the Board with the Plat of Cotton Slough Addition for their approval, he also noted that neither of these lots are buildable lots and they can't get building permits for them. The Board took the following action:

RESOLUTION 2024-34

A Resolution to approve the platting of Cotton Slough 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:

Cotton Slough Addition located in Government Lots 3 and 4 in Section 10, Township 117 North, Range 53 West of the 5th Prime Meridian; and in Government Lot 5 in Section 33, Township 118 North, Range 52 West of the 5th Prime Meridian in the Sisseton and Wahpeton Indian Reservation, 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 Gabel; 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 November, 2024, at Watertown, Codington County, South Dakota

Randall Schweer

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 2024-34, adopted by the Board of County Commissioners of Codington County, South Dakota.

Dated this 26th day of November, 2024, at Watertown, Codington County, South Dakota.

Brenda Hanten

County Auditor, Codington County, South Dakota

COMMUNITY SERVICES OFFICE SOUTHWEST STATE UNIVERSITY MARSHALL SHADOW STUDENT

Motion by VanDusen, second by Johnson, to approve an on-the-job training agreement between Codington County Community Service Office and Southwest State University Marshall , to allow students to “job shadow” staff in the Codington County Community Services Office for a term from November 20, 2024 until October 31, 2029, the student for 2025 will begin in January 2025 through April 2025 and it will be 32 hours/week; all voted aye; motion carried.

SECURITY SCANNER MAINTENANCE CONTRACT

Motion by Gabel, second by VanDusen, to approve a 5-year contract with Astrophysics in the amount of \$4,975.00 per year for a total cost of \$24,875.00 for 5 years; all voted aye; motion carried.

EXECUTIVE SESSION

Motion by VanDusen, second by Waterman to enter into executive session, per SDCL (3) preparing for contractual negotiations with employees or employee’s representatives, at 9:20 a.m.; all voted aye; motion carried. The Board returned to regular session at 9:26 a.m. Action on union contracts was taken. Human Resource Representative, Natalie Remund was present for executive session

AMENDMENT TO THE WIC SERVICES CONTRACT

The Board discussed adding the language to the WIC contract as follows: The State may hire contract staff to provide WIC services and will work with the county to determine if space is available for contract employee to utilize. The State agrees to carry out all administrative and supervisory responsibilities and provide fiscal management for this contractual agreement. Subrecipient will work with the Dietitian Manager if disciplinary action is needed. Safeguard and maintain the security of the facility. Auditor, Brenda Hanten will notify the State to add this language and provide an amended contract for the Board to approve.

GENERAL ELECTION POST-ELECTION AUDIT REPORT

Motion by Gabel, second by Waterman, to approve the General Election Post-Election audit report as reported by Auditor, Brenda Hanten; the precinct that was audited was B-2 and there were 932 ballots that were counted with 100% accuracy of the tabulator compared to the post-election audit; all voted aye; motion carried.

EMPLOYEE UNION CONTRACTS APPROVED

Human Resource Representative, Natalie Remund, presented the Board with the three union contracts for their approval, she mentioned that there are differences between the contracts with the big thing being the 4% COLA for all the contracts. Motion by Gabel, second by VanDusen, to approve the three Union contracts between Codington County and the Codington County Deputy Sheriff’s Association, for the time period January 1, 2025 through December 31, 2026 with the exception of the Appendix A Wage Scale which shall remain in full force and effect only until December 31, 2025; and Codington County and the Teamsters Local Union No. 120 (Correctional Officers), for the time period January 1, 2025 through December 31, 2026 with the exception of the Appendix A Wage Scale which shall remain in full force and effect only until December 31, 2025; and Codington County and AFSCME Local 2488 A (Highway Department Employees), for the time period January 1, 2025 through December 31, 2026, the County and the Union will reopen the contract to negotiate the wage rate adjustment (%to the wage scale) in the summer of 2025; all voted aye; motion carried.

COLLIERS FINANCIAL AGREEMENT

Motion by VanDusen, second by Johnson, to approve a Municipal Advisor Agreement between Codington County and Colliers Securities LLC in the amount of \$65,000.00 to be paid at bond closing, Toby Morris, with Colliers Securities LLC, presented financial information and timelines to the Board in relation to the passing of the Codington County bond for construction of a new jail; all voted aye; motion carried.

CLAIMS

Motion by Johnson, second by Gabel, to approve for payment the following list of claims; all voted aye; motion carried. EMC Insurance Company - \$496.00; Hy-Vee - \$27.57; Minnehaha County Auditor - \$1,126.03; Watertown Public Opinion - \$1,388.21; for a total of \$3,037.81.

CLAIMS

Motion by Gabel, second by VanDusen, to approve the November salary claims; all voted aye; motion carried. Commissioners: 11,836.97 total salaries. Auditor: 31,821.46 total salaries. Co. Treasurer: 43,972.19 total salaries; Andrea N. Schmidtgall \$3570.48 FT new hire. States Attorney: 55,530.61 total salaries; Joseph N. Thronson \$6712.92 FT new hire. Gov. Buildings: 21,216.22 total salaries. Dir. Equalization: 57,024.11 total salaries. Reg. of Deeds: 30,140.74 total salaries. Veterans Service: 12,927.21 total salaries. Sheriff: 140,645.41 total salaries. Jail: 168,221.53 total salaries. Coroner: 2,260.65 total salaries. Welfare: 21,185.13 total salaries. CO. Nurse: 5,843.05 total salaries. Co.Park: 5,999.72 total salaries. Ag. Bldg.: 13,137.47 total salaries. Co. Extension: 12,976.58 total salaries. Weed: 7,218.32 total salaries. Planning Board: 470.62 total salaries. Road & Bridge: 101,484.41 total salaries. Emergency Management: 14,959.51 total salaries. Crime Victim: 8,521.26 total salaries. W.I.C.: 5,342.70 total salaries. 24/7: 6,968.42 total salaries. Total 779,704.43

Breakdown of withholding amounts which are included in the above:

S.D. Retirement 74,130.16; VSP 947.63 eye insurance; S.D. Supplemental Retire. 4,820.00 suppl. retire.; Sanford 98,005.47; Reliance Standard Life Insurance 819.24 life ins.; Delta Dental 7,506.64 ins.; Codington County 6,512.03 employee HSA contribution; AFSCME Council 65 453.60 employee union dues; AFLAC 3,998.75 ins.; VSP 359.68 eye insurance; John Hancock 4,675.00 suppl. retire.; AFLAC 1,701.68 ins.; Sioux Valley Credit Union 21,912.82 employee payments; John Hancock Roth 200.00 suppl. retire.; SDRS Supplemental Retirement 4,940.00 Roth retirement; Teamsters Local Union 120 592.00 employee union due; Codington County Deputy Sheriff's Association 160.00 employee union dues; ReliaBank Dakota 54,468.56 federal withholding; ReliaBank Dakota 71,637.20 social security; ReliaBank Dakota 16,753.78 Medicare; Division of Child Support 1076.18 employee payment; United Way 60.00 employee contributions; Health Equity 6,512.03 employee HSA contribution.

NEW BUSINESS

Commissioner Gabel updated the Board, on the timeline for the new jail project. Will be working on site survey, blue prints with a groundbreaking in the Spring of 2025. There will be meetings twice a month with the architect, construction manager, Sheriff, CCJAC members and a couple commissioners will be able to attend to avoid a quorum.

EXECUTIVE SESSION

Motion by VanDusen, second by Gabel to enter into executive session, per SDCL 1-25-2 (1) discussion of personnel issues at 9:53 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:46 a.m., no action was taken. Auditor, Brenda Hanten, was present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by VanDusen to adjourn at 10:46 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

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

Published once at the total approximate cost of \$ _____

Codington County, 26 November 2024



2025 MOU ADDENDUM

between

SDSU and Codington County of South Dakota

South Dakota State University on behalf of SDSU Extension and the Board of County Commissioners of Codington County agree to continue their ongoing MOU relationship in 2025 with the updates described below:

- All references to ‘4-H Youth Program Advisor’ from the previous agreement are now replaced with the new positional nomenclature of ‘4-H Educator.’
- In Section 2, the county cost share amount for 2025 will be \$23,050.

2025 ADDENDUM SIGNATURES AND APPROVALS

For County:

For SDSU:

By: _____

By: _____

Karla Trautman

[Print Name Above]

Title: Chairperson, County Commission

Title: Director, SDSU Extension

Date: _____

Date: _____

County Attest (when applicable):

Additional Signature (when applicable):

By: _____

By: _____

[Print Name Above]

[Print Name Above]

Title: _____
[Print Title Above]

Title: _____

Date: _____

Date: _____





Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF CODINGTON 14 1ST AVE SE
City, State and Zip:	WATERTOWN, SD 57201
Recipient UEI:	XWDVUSNZBCM5
Project Title: Codington County Comprehensive Community-Based Initiative to Reduce the Impact of Opioids and other substances on our community.	Award Number: 15PBJA-24-GG-04533-COAP
Solicitation Title: BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program	
Federal Award Amount: \$999,997.00	Federal Award Date: 11/15/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.838 - Comprehensive Opioid, Stimulant, and other Substances Use Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: Codington County proposes to implement a multi-pronged approach to reducing the impact of illicit opioids, stimulants, and other substances in the community. The proposed project will address overdose awareness and protection with Naloxone distribution; coordinate recovery support efforts through peer coaching and trainings with Face It TOGETHER and Straight Up Care; provide financial assistance to sustain local efforts to provide transitional and emergency housing to justice impacted individuals; and develop a Pre-trial Diversion program with a caseworker, as well as re-entry support with case management support in the detention center. Expected outcomes include the institutionalization of the multidisciplinary coordinating team to provide ongoing support for individuals impacted by substance use, a reduction in the frequency of returns to jail, and the sustainment of a community referral system to connect individuals to resources.	

Award Letter

November 15, 2024

Dear Brenda Hanten,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF CODINGTON for an award under the funding opportunity entitled 2024 BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program. The approved award amount is \$999,997.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

COUNTY OF CODINGTON

UEI

XWDVUSNZBCM5

Street 1

14 1ST AVE SE

Street 2**City**

WATERTOWN

State/U.S. Territory

South Dakota

Zip/Postal Code

57201

Country

United States

County/Parish

no value

Province

no value

Award Details**Federal Award Date**

11/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-04533-COAP

Supplement Number

00

Federal Award Amount

\$999,997.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.838

Assistance Listings Program Title

Comprehensive Opioid, Stimulant, and other Substances Use Program

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 148-49)

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.****Solicitation Title**

2024 BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14197493

Grant Manager**Phone Number****E-mail Address**

Project Title

Codington County Comprehensive Community-Based Initiative to Reduce the Impact of Opioids and other substances on our community.

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

Codington County proposes to implement a multi-pronged approach to reducing the impact of illicit opioids, stimulants, and other substances in the community. The proposed project will address overdose awareness and protection with Naloxone distribution; coordinate recovery support efforts through peer coaching and trainings with Face It TOGETHER and Straight Up Care; provide financial assistance to sustain local efforts to provide transitional and emergency housing to justice impacted individuals; and develop a Pre-trial Diversion program with a caseworker, as well as re-entry support with case management support in the detention center. Expected outcomes include the institutionalization of the multidisciplinary coordinating team to provide ongoing support for individuals impacted by substance use, a reduction in the frequency of returns to jail, and the sustainment of a community referral system to connect individuals to resources.

Note: This project contains a research and/or development component, as defined in applicable law. See Part 200 Uniform Requirements.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at

"Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all

assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the

OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implementation/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider

a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and

are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD.

Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 36

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

Condition 37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 40

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 41

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 42

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 44

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 45

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and

administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 46

Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 47

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

Condition 48

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 49

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 50

The recipient may not expend or drawdown more than 10% of the award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official Acting Assistant Attorney General	Name of Approving Official Brent J. Cohen	Signed Date And Time 11/13/24 12:42 PM
---	---	--

Authorized Representative

no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

PURCHASE OF SERVICES AGREEMENT

This Purchase of Services Agreement is made and entered into as of this _____ day of _____, 2024 by and between the Helpline Center and Codington County Community Services ("Client").

RECITALS

- A. The Helpline Center is a South Dakota non-profit corporation with its mission of "Making lives better by giving support, offering hope and creating connections all day, every day." The Helpline Center, among other things, is the facilitator of the Transition to Success™ (TTS) program in South Dakota. TTS is an evidence-based standard of care to treat the condition of poverty. The TTS approach supports clients utilizing a Life Area Survey and Map of My Dreams care plan. TTS trains coaches to implement the model with clients and works to de-stigmatize poverty at the coach, organization, and community levels. TTS coaches working at community organizations coordinate care utilizing the shared TTS care plan to support the client's journey out of poverty.
- B. Client is a county government entity, and desires to retain the Helpline Center to provide one TTS coach training for up to 25 individuals in the Codington County area to become TTS certified coaches.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement shall commence on December 1, 2024 and terminate on March 31, 2025.
2. Services. The Helpline Center agrees to provide the following services to client:
 - a. Provide TTS coach training up to a maximum of 25 individuals at one training session in the Codington County area on an established date agreed upon by both parties to occur prior to the termination date of this agreement.
 - i. Provide two TTS Trainers (one trainer fee covered by the Helpline Center)
 - ii. Provide travel expenses for two TTS Trainers
 - iii. Provide all trainee materials: Diagnosis Poverty books, binders, coach trainee workbooks
 - iv. Provide all general training materials: sign-in sheets, large post-it note pad, markers, pens
3. Client's Obligations: Client shall:
 - a. Pay the training fee for one of the two Trainers (\$3000)
 - b. Provide and/or cover the rental cost of a venue with adequate space, tables, and chairs for trainees and to include a large screen or projector and laptop connection.

c. Provide snacks, drinks, or lunch as determined by Client.

4. FEES.

Training Fee	\$3,000
Rental Fee for Training Venue	Client determined
Snacks, Meals, and Drinks	Client determined

The billing address will be:

Codington County Community Services,
7 W Kemp
Watertown, SD 57201

5. Tax Exempt Status. The Client will provide documentation of sales tax exempt status if they so qualify. Without documentation, sales tax will be payable.

6. Notices. All notices by either party to the other party shall be in writing. Notices will be delivered to the following:

a. To the Helpline Center:

Helpline Center Inc

a. janet@helplinecenter.org

b. Shauna.batcheller@helplinecenter.org

To the Client:

Codington County Community Services

a. sfoust@codington.org

7. Relationship of the Parties. The parties agree that in performing their responsibilities pursuant to this Agreement they are in the position of independent contracts. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture between the Helpline Center and Client.

8. No Assignment. This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement shall not be assigned or transferred by any party without the prior written consent of the other party (which consent is within such party's sole discretion).

9. Severability. In the event that any part of this Agreement is ruled by any court to be invalid or unenforceable, then this Agreement shall be automatically modified to eliminate that part which is affected thereby. The remainder of this Agreement shall remain in full force and effect.

10. Waiver. Neither of the parties shall be deemed to have waived any rights, powers, or remedies hereunder unless such waiver is approved in writing by the waiving party.

11. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of South Dakota without regard to its choice of law provisions. The parties expressly consent and agree to the exclusive jurisdiction and venue of any state or federal court located within Minnehaha County, South Dakota, for all purposes in connection with any suit between the parties arising out of or relating to this Agreement.

12. Entire Agreement. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties, and may be amended or modified only by a writing signed by duly authorized representatives of each party and dated subsequent to the date hereof.

IN WITNESS THEREOF, the Helpline Center and Client signify their agreement by affixing their signatures:

Helpline Center

By _____
Signature

Name Janet Kittams
(Printed)

Title CEO

Date _____

Client

By _____
Signature

Name Randall Schweer
(Printed)

Title Codington County Commissioner Chair

Date _____

OFFICE EQUIPMENT DECLARED SURPLUS
TO BE DESTROYED

HP KEYBOARD MODEL NUMBER --- KB-0316 SERIAL NUMBER ---- BAUDR00VB0M5JS

HP MONITOR 17" MODEL NUMBER ---PL766AA SERIAL NUMBER --- CNP449B1DX

HP OFFICEJET 5742 PRINTER SERIAL NUMBER --- TH47U13OZV

HP OFFICEJET 5742 PRINTER SERIAL NUMBER --- TH49K3323G

HP COMPUTER MODEL NUMBER --- XZ798UT#ABA SERIAL NUMBER --- MXL12719YK

NOAA WEATHER RADIO MODEL NUMBER --- 12-251 SERIAL NUMBER --- 043829

HP MICRO TOWER BASE UNIT SERIAL NUMBER --- 2UB50504L4

HP MONITOR SERIAL NUMBER --- MXL8141SCN

HP COMPAQ LA2006X MONITOR SERIAL NUMBER --- 3CQ1090057

HP KEYBOARD MODEL NUMBER --- KB-0316

HP COMPAQ TOWER BASE UNIT SERIAL NUMBER --- MXL12719YH

HP OFFICE JET 6962 PRINTER SERIAL NUMBER --- TH7CL1P283

HP OFFICE JET 4632 PRINTER SERIAL NUMBER --- CN51Q5B3PN

HP KEYBOARD MODEL NUMBER – KB-0316 SERIAL NUMBER --- BAUDR00VBOM5JZ

HP KEYBOARD MODEL NUMBER – PHOU SERIAL NUMBER – BEXHPOAWYCN6JL

LOGITECH KEYBOARD MODEL NUMBER – MK520 SERIAL NUMBER – P/N 820-007886

HP MONITOR SERIAL NUMBER – MXL8141SCS

HP MONITOR SERIAL NUMBER – MXL4190Q78

R-49 ASTRON RS-12A POWER INVERTER – SERIAL NUMBER -- 97030151

2-WAY RADIOS TO BE DECLARED SURPLUS TO BE DESTROYED

SERIAL NUMBER	BRAND
8090086	KENWOOD
001544	MIDLAND
8080001	KENWOOD
35390032	VERTEX
624ARY0021	MOTOROLA
4D482238	VERTEX
35390034	VERTEX
8090087	KENWOOD
4D470559	VERTEX
5L761770	VERTEX
144624	MIDLAND
20702483	KENWOOD
6H830157	VERTEX
8K030339	VERTEX
631-A01025	REGENCY
631-A00943	REGENCY
631-A00756	REGENCY
001543	MIDLAND
003791	MIDLAND
624ASN0002	MIDLAND
228284	MIDLAND
224266	MIDLAND
8090123	KENWOOD
8090124	KENWOOD
624ARY0039	MOTOROLA
0L121929	YAESU
0L121925	YAESU
6H840842	VERTEX
6H840843	VERTEX
3C260891	VERTEX
7H982876	VERTEX
172855	MIDLAND

121158	MIDLAND
7H982669	VERTEX
4D470558	VERTEX
6H830156	VERTEX
7H982880	VERTEX
1K050380	VERTEX
2D100333	VERTEX
7G010941	VERTEX
6H840845	VERTEX
0J010138	VERTEX
0K010691	VERTEX
1K050376	VERTEX
7H982879	VERTEX
7H982877	VERTEX
4N620039	VERTEX
8C020431	VERTEX
5L762347	VERTEX
4N620037	VERTEX
1K050379	VERTEX
1K050377	VERTEX
4D470557	VERTEX
6H830159	VERTEX
20702483	KENWOOD
00201650	KENWOOD

SALT/SAND SPREADERS DECLARED SURPLUS
TO BE SOLD AS SCRAP

1. MONROE 14' V-BOX SPREADER MODEL MSV-168-84-50
2. MONROE 14' V-BOX SPREADER MODEL MSV-168-84-50
3. MONROE 14' V-BOX SPREADER MODEL MV-168-84-56
4. MONROE 14' V-BOX SPREADER MODEL MV-168-84-56