

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, March 24, 2026**

1. **Pledge of Allegiance**
2. **Call for public comments. 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 March 24, 2026, agenda**
5. **Action to approve March 17, 2026, minutes of the Board of Codington County Commissioners**
6. **Action to approve a request to sell alcohol at a wedding event at the Extension Center – Coplan/Bach**
7. **Monthly Reports**
  - a. **Emergency Management**
8. **Action to authorize Lutheran Church of Our Redeemer to conduct Sunday worship services at Memorial Park**
9. **Action to approve a contract with SDDOT for 2026 weed spraying**
10. **Discussion/possible action to authorize Chair to sign contract with Production Monkeys to assist with the Community Awareness Campaign utilizing SD Opioid Settlement funding grant**
11. **Action to declare office equipment surplus to be destroyed in the Extension Office**
12. **Note the Board will meet as a County Board of Equalization at 1:00 PM, April 14, at the Court House**
13. **Note the Board will meet as a Consolidated Board of Equalization at 6:30 PM, April 14, in the chambers of Watertown City Council**
14. **Note Easter office closures**
15. **Note the Board will not meet on 3-31-2026 due to previously adopted policy**
16. **Action to approve abatement applications**
17. **Action to approve claims for payment**
18. **Action to approve automatic budget supplements**
19. **Action to approve personnel changes**
20. **Action to approve travel requests**
21. **Public Notices – a possible quorum of Commissioners could be in attendance at:**
  - a. **Sioux Valley Commissioners meeting, Wednesday, April 9, 2026, 12:00 p.m., DeSmet, SD**
22. **Old Business**
23. **New Business**
24. **Open**
  - a. **Public Comments**

**b. Commission Comments**

**25. Action to enter into Executive session pursuant to SDCL 1-25-2**

- (1) Discussion of personnel issues (SDCL 1-25-2(1))**
- (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(3))**
- (3) Preparing for contract negotiations or negotiating with employees or employee representatives (SDCL 1-25-2(4))**
- (4) Discussion of pricing or marketing strategies when public disclosure may harm the competitive position of the county owned business (SDCL 1-25-2(5))**
- (5) Discussion of information pertaining to the protection of public or private property (SDCL 1-25-2(6))**

**26. 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 1<sup>st</sup> Ave SE  
Watertown, SD 57201**

March 17, 2026

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, March 17, 2026, at the Codington County Court House. Commission members present were: Lee Gabel, Tyler McElhany, Myron Johnson, Randall Schweer, and Troy VanDusen; VanDusen, presiding. The pledge of allegiance was led by Commissioner Gabel.

**CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS**

Chair VanDusen 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 Gabel, second by McElhany, to approve the agenda for March 17, 2026, as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by Johnson, second by Schweer, to approve the minutes of March 10, 2026; all voted aye; motion carried.

**MONTHLY REPORTS**

**Highway Superintendent, Randy Falvey**, updated the Board: Grangaard Construction Inc. is continuing ahead of schedule on the 14<sup>th</sup> Ave. bridge project, a good portion of the framing is in place to pour the deck, any thawing or ice movement has not been an issue so far; once again we were fortunate with the snowfall, other than our big event this past weekend we've only had to send the trucks out twice and motor graders once; we continue to crack seal as weather has permitted, in between fog, mist and flurries; we received Lynn's new pickup and have it outfitted with radios, lights and a toolbox, Steve's World is getting the plow and mount ready; talked with Rob Beynon and Aaron Wicks from the City Street Department about potentially looking at and jointly purchasing a newer screening plant to screen the reclaimed material from road projects, we have looked at different options for size and price point, we discussed a need to have a MOU in place if we do go this route; we received our new trailer for the skid steer and have prepped it for this summer; we have converted one of our older trailers into a sign trailer to more effectively haul our barricades and sand bags for road closures and such, we will continue to use our old sign trailer when we have multiple events; be advised that we will be closing down 175<sup>th</sup> Street just west of CR 9-4 on 458<sup>th</sup> Ave. which is the City landfill haul road, tomorrow March 18<sup>th</sup>, 2026, to repair the east wing wall, Hollaway Construction out of Mitchell will be doing the work, it is scheduled to be completed by Monday, March 23<sup>rd</sup>, 2026, weather permitting; will be attending the SD Association of County Highway Superintendent's Short Course Conference. **Facility Manager, Steve Molengraaf**, Ag. Building – staff have been setting up and cleaning for many functions throughout the Extension Center for the past and remainder of March; Court House/Detention Center– staff have been doing daily routine maintenance; Park – 285 reservations, with a revenue of \$43,819.50 as of 3-15-2026, the office will be open on April 1<sup>st</sup>, 2026, for anyone that wants to call or stop by to make any reservations either for camping and especially buildings or shelters; Weed – Annual Weed board meeting and soup supper with the Townships was held on March 11<sup>th</sup>, 2026, at 6:00 p.m. in the kitchen of the Extension Complex, 36 individuals representing the county and townships were present; Randy Schweer and I attended the State Weed Conference in February in Deadwood, the sessions were very good and educational; WNV –

Codington County, 17 March 2026

**WEED BOARD APPOINTMENT**

Motion by McElhany, second by Schweer, to approve the following Weed Board appointment: Adam Hartley, Steve Molengraaf, Facility Manager, informed the Board that he replaces Mike Paulsen, and he will be representing the southwest portion of Codington County; all voted aye; motion carried.

**PLAT CABINET IN REGISTER OF DEEDS OFFICE**

Motion by Gabel, second by McElhany, to accept the quote to purchase 2 Easi File Plat cabinets and 2 carts along with a Easi File hanger and hanger applicator, from Easi File, in the amount of \$6,728.22, as recommended by Register of Deeds, Ann Rasmussen, the previous plat cabinet was purchased in 2003, M&P funds will be used for this purchase; all voted aye; motion carried.

**SURPLUS OFFICE EQUIPMENT IN SHERIFF'S OFFICE**

Motion by McElhany, second by Schweer, to declare the following office equipment, in the Sheriff's Office, surplus to be destroyed: 1- 578 HP Elite Book, SN 5CG1299344; 1- 574 Desktop Computer Prodesk, SN MXL1024N6P; 2 – 119 HP ProBook, SN 5CD110QD1X; and 1- 591 GTAC, SN RN503S1540; all voted aye; motion carried.

**HMEP GRANT FUNDS**

Motion by Johnson, second by McElhany, to approve the application of HMEP (Hazardous Materials Emergency Preparedness) Grant funds; Andrew Delgado, Emergency Manager, informed the Board that this is an annual grant application; all present voted aye; motion carried.

**NOTE NO BOARD MEETING**

Due to previously adopted policy the Board will not meet Tuesday, March 31<sup>st</sup>, 2026.

**CLAIMS**

Motion by McElhany, second by Gabel, to approve for payment the following claims: South Dakota Public Assurance Alliance \$131,905.90, Auditor, Brenda Hanten, informed the Board that this is the annual renewal for general liability, auto liability and damage, and law enforcement coverage; all voted aye; motion carried.

**TRAVEL REQUEST**

Motion by Johnson, second by McElhany, to approve the following travel request: Director of Equalization staff to attend conference; all voted aye; motion carried.

**OLD BUSINESS**

Commissioner Gabel provided a construction update on the new jail. The steel columns and beams erection is progressing well, with another planned visit to inspect precast panels for Area C, which houses the Sheriff's Office.

**OPEN**

**Commission Comments** – Commissioner Johnson mentioned he will be attending the SD Retirement meeting.

**EXECUTIVE SESSION**

Motion by Johnson, second by McElhany, to enter executive session, per SDCL 1-25-2 (1) Discussion of personnel issues (SDCL 1-25-2(1)) and (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(2)) at 9:20 a.m.; all voted aye; motion carried. The Board returned to regular session at 9:28 a.m., and no action was

taken. Human Resource Representative, Natalie Remund, and State's Attorney, Alison Bakken, were present for executive session.

**ADJOURNMENT**

Upon conclusion of all business to come before the Board, a motion was made by Gabel, second by Schweer to adjourn at 9:29 a.m., all voted aye; motion carried.

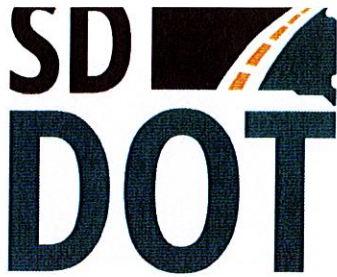
ATTEST:

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Brenda Hanten  
Codyington County Auditor

Codyington 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 \$ \_\_\_\_\_



Department of Transportation  
Watertown Area Office  
5000 9<sup>th</sup> Avenue SE  
Watertown, South Dakota 57201  
Phone: (605)882-5166

March 13, 2026

Mr. Steve Molengraaf  
Codington County Weed & Pest Board  
14 1<sup>st</sup> Ave, SE  
Watertown, SD 57201

**Re: Noxious Weed Control, 2026**

Dear Mr. Molengraaf:

It is time again to plan for noxious weed control during the upcoming growing season. With the success of this program in the past, it is hoped that you will be able to continue the control of weeds within the state highway right-of way.

Enclosed is a contract for the "2026" weed spraying. Please fill out and return the contract in its entirety to this office. **Like last year, we need to have form DOT-967 completed and signed. It is required that a copy of the County Commission minutes or resolution authorizing the execution of the agreement be attached as Exhibit D. Also form Dot-967 needs to be signed by the County Commission Chairperson and have the signature notarized.**

We appreciate your county for doing weed spraying for the Department of Transportation and thank you for a job well done.

Sincerely,

**DEPARTMENT OF TRANSPORTATION**

A handwritten signature in blue ink that reads "Matthew R. Brey". The signature is stylized and includes a large loop at the end.

Matthew R. Brey  
Watertown Area Engineer

cc: Mark Peterson – Aberdeen Region Engineer  
Calvin Esche, Highway Maintenance Supervisor

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
JOINT POWERS AGREEMENT  
FOR WEED SPRAYING SERVICES BY COUNTY**

This Joint Powers Agreement (Agreement) is entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Codington County, South Dakota, referred to in this Agreement as the "COUNTY."

**1. JOINT POWERS**

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the COUNTY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use in connection with this Agreement.

**2. BACKGROUND:**

- A. The STATE is the owner of real property located in Codington County, South Dakota.
- B. The STATE wants the COUNTY to control the growth of declared noxious weeds within the right of way of state highway routes.
- C. The COUNTY is willing to provide weed spraying services to the STATE.

**THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:**

**3. TERM**

The COUNTY services under this Agreement will commence upon the date of last signature and will end April 30, 2027, unless terminated earlier pursuant to the terms of this Agreement.

**4. SPRAYING PROJECT**

- A. The COUNTY will furnish the necessary equipment, materials, and labor to control the growth of declared noxious weeds in accordance with the bid proposal attached to this Agreement as **Exhibit A**.
- B. The COUNTY will ensure that the weed spraying is accomplished by personnel properly licensed by the South Dakota Department of Agriculture.
- C. The COUNTY will advise the STATE'S local maintenance shop of the COUNTY'S intent to spray, at least forty-eight (48) hours prior to spraying.
- D. The COUNTY will ensure the COUNTY'S spraying vehicles are equipped with a flashing amber warning light which must be in operation while spraying highway right of way. The COUNTY will not stop its vehicle(s) on the roadway, driving lanes, or shoulders on the Interstate highway system.
- E. The COUNTY will complete form DOT-820 Daily Pesticide Application Record, furnished by the STATE, a copy of which is attached to this Agreement as **Exhibit B**. The COUNTY will complete this form on a daily basis after completion of the spraying.
- F. The COUNTY will provide the STATE with a completed copy of the DOT-820 Daily Pesticide Application Records within one (1) week after completion of the spraying.

- G. The COUNTY will submit an invoice for payment to the STATE. The invoice will be accompanied by the completed original DOT-820 daily form(s). The COUNTY may submit separate invoices for the spring and fall spraying, if the COUNTY desires to do so.
- H. The COUNTY will supply the STATE with visible proof the spraying operations are effectively killing noxious weeds. If the spraying operations do not effectively kill the noxious weeds, the COUNTY will not be paid for that portion of the spraying operations the STATE determines were ineffective.
- I. The STATE will furnish the COUNTY with form DOT-820 Daily Pesticide Application Records.

#### **5. PAYMENT**

- A. The STATE will pay the COUNTY the actual costs for services as set out below. Payment will be made pursuant to itemized invoices submitted by the COUNTY and accompanied by the required form DOT-820 Daily Pesticide Application Records.
- B. Reimburse the COUNTY for all labor required to satisfactorily complete the work contemplated by this Agreement based on the hourly rate per employee as stipulated in the attached **Exhibit C**.
- C. Reimburse the COUNTY for all pesticides and equipment required to satisfactorily complete the work contemplated by this Agreement based on the costs as stipulated in the attached Exhibit C.

#### **6. AMENDMENT PROVISION**

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

#### **7. TERMINATION PROVISION**

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement with or without notice. If the STATE terminates this Agreement due to the COUNTY'S default, the STATE may adjust any payment due to the COUNTY at the time of termination to cover any additional costs to the STATE due to the COUNTY'S default. Upon termination, the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the STATE terminates for a default by the COUNTY, it is determined the COUNTY was not at fault, then the COUNTY will be paid for eligible services rendered and expenses incurred up to the date of termination.

#### **8. FUNDING PROVISION**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may 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.

#### **9. INDEPENDENT CONTRACTOR PROVISION**

- A. While performing services under this Agreement, the COUNTY is an independent contractor and not an officer, agent, or employee of the STATE.
- B. No employee of the COUNTY engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission by the COUNTY will be the STATE'S obligation or responsibility.

## **10. EMPLOYEE STATUS PROVISION**

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

## **11. AMERICANS WITH DISABILITIES ACT**

The COUNTY will provide services in compliance with the Americans with Disabilities Act of 2016, and any amendments.

## **12. COMPLIANCE PROVISION**

The COUNTY will comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under the Agreement.

## **13. INDEMNIFICATION PROVISION**

The COUNTY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

## **14. CONTROLLING LAW PROVISION**

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

## **15. SEVERABILITY PROVISION**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

## **16. SUPERCESSION PROVISION**

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 in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

## **17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR**

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

**18. PUBLIC ACCESS TO AGREEMENT**

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

**19. SIGNATURE AUTHORITY**

The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered the Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the Chairperson as the COUNTY'S authorized representative is attached to this Agreement as Exhibit C.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

Codington County, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Joel M. Jundt

Its: County Commission Chairperson

Its: Department Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Recommended By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

County Auditor/Clerk

Construction/Maintenance Engineer

(COUNTY SEAL)



"Contract" Daily Pesticide Application Record

Date: \_\_\_\_\_ Contact No: \_\_\_\_\_

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**SPRAYING ON THIS DATE WAS ACCOMPLISHED ON:    INDICATE WHICH DITCH**

Highway No: \_\_\_\_\_ From MRM \_\_\_\_\_ To MRM \_\_\_\_\_ N S E W OR MEDIAN

Highway No: \_\_\_\_\_ From MRM \_\_\_\_\_ To MRM \_\_\_\_\_ N S E W OR MEDIAN

Highway No: \_\_\_\_\_ From MRM \_\_\_\_\_ To MRM \_\_\_\_\_ N S E W OR MEDIAN

Highway No.	Type of Pesticide	Amount Used	Cost/Unit	Cost
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____

Highway No.	Employee Name	Hours Worked	Rate	Cost
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____

Highway No.	Equipment	Miles or Hours Worked	Rate	Cost
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____
_____	_____	_____ X	_____ =	_____

Total Cost = \_\_\_\_\_

\_\_\_\_\_  
Sprayer Operator Signature

D.O.A. License Number: \_\_\_\_\_

THIS FORM WILL BE COMPLETED IN TRIPLICATE. ONE COPY WILL BE FORWARDED TO THE LOCAL MAINTENANCE UNIT FOREMAN, ONE TO BE RETAINED ON FILE BY THE COUNTY, AND ONE (ORIGINAL) TO ACCOMPANY THE COUNTY'S INVOICE TO THE STATE FOR PAYMENT.

# Weed Spraying Specifications

The contractor does hereby agree to furnish the necessary equipment, materials and labor to control the growth of declared noxious weeds within the right-of way of state routes as shown on the attached map (Exhibit A).

## Spraying

The spraying shall consist of spot treatments and shall be accomplished by using the herbicides specified on the contract (or equivalent) with applicable rates as recommended by the manufacturer. If herbicide is needed that is not on this contract, the type and price shall be negotiated and added by Change Order, prior to use of the herbicide.

The contractor agrees to indemnify, save, and hold harmless the Department and all its employees and agents, from any and all claims, demands, actions or cause of action of whatsoever nature or character arising out of, or by reason of, the execution of performance of the work provided for under the contract whether or not the Contractor itself is negligent or otherwise culpable. The Contractor further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim on whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

The spraying shall be accomplished by personnel properly licensed by the South Dakota Department of Agriculture.

The Contractor shall advise the local Maintenance Supervisor of his intent to spray, 48 hours prior to doing so.

The Contractor shall complete the attached daily form (DOT 820) "Contract Daily Pesticide Application Record" (Exhibit B), furnished by the Department, after each day of spraying.

The Contractor shall provide the Maintenance Supervisor with a complete copy of the daily form (DOT 820) within One week after completing the spraying.

The Contractor shall submit an invoice for payment to the Area Engineer or Maintenance Supervisor (as instructed). The invoice shall be accompanied by the completed original daily form(s) DOT 820. Separate invoices may be submitted for the spring and fall sprayings, if the Contractor desires to do so.

The herbicide selected for use will dictate frequency and timing of application. If two applications are required per growing season, the first shall be made in the spring of the year while the second shall be made in the late summer or early fall as directed by the Maintenance Supervisor. For herbicides requiring a single application, the application shall be made in accordance with the label for the product being used.

Equipment used for spraying shall be an ATV capable of navigating the highway ditches to allow for identification and direct treatment of weeds. Support vehicles shall be equipped with flashing amber lights. The lights shall be turned on and used at all times when the vehicle is on the roadway.

Herbicides shall be applied uniformly with properly calibrated equipment using manufacturers recommended rates and concentration.

Herbicides shall not be applied to vegetation that has exceeded 8" in height.



Office of  
Codington County  
Community Services

7 W Kemp Avenue  
Watertown, SD 57201  
(605)882-6286

## PARTNERSHIP AGREEMENT FOR MARKETING CAMPAIGN

This Agreement (“Agreement”) is entered into as of April 7th, 2026 (“Effective Date”) between Codington County Community Services (“County”) with a principal place of business at 7 W Kemp Avenue, Watertown, SD 57201; and Production Monkeys (“Partner”), with a principal place of business at 20 2nd Ave SE, Aberdeen, SD 57401.

**WHEREAS**, County has been awarded funding under the South Dakota Opioid Settlement Funding grant to implement strategies aimed at addressing community perceptions and responses to substance use disorder; and

**WHEREAS**, the Partner has the expertise and capacity to provide marketing services and agrees to collaborate with the County to fulfill the grant objectives;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

### 1. Scope of Services.

Production Monkeys will perform services outlined below. Neither the scope or the substance of the services to be provided under this Agreement may be modified, altered, revised, increased, or limited except upon the prior, express, and mutual written approval of both parties.

#### **Research & Strategy**

- Develop a strategic communication and media plan tailored to reach target audiences effectively.

#### **Creative Development**

- Design campaign branding and messaging that is empathetic, inclusive, and evidence-based.
- Create content for multiple media platforms, including:
  - Social media
  - Print materials (flyers, posters, presentations)
  - Video and audio PSAs
  - Website or landing pages (as needed)

**Implementation & Outreach**

- Execute the media campaign across identified channels.
- Leverage partnerships with local organizations and stakeholders to amplify campaign reach.
- Develop and implement a social media engagement strategy.

**Education & Training**

- Develop campaign and presentation materials to educate and engage community members

**Evaluation & Reporting**

- Monitor and measure the effectiveness of the campaign.
- Provide regular progress reports and a final evaluation, including metrics such as reach, engagement, and community feedback.

**2. Term of Agreement.**

This Agreement shall commence on \_\_April 7th, 2026\_\_ and continue for one year from the date of commencement, unless terminated as permitted under the terms of this Agreement.

**3. Nonrenewal.**

This Agreement shall terminate on the date assigned above and shall not automatically renew except upon mutual agreement of the parties subject to the availability of funding.

**4. Assignability.**

Neither party to this Agreement shall assign any of the rights, responsibilities, or obligations under this Agreement to another party except as permitted in writing, by mutual consent of the parties subject to review by the agencies governing the use and distribution of SD Opioid funding.

**5. Compensation.**

The County agrees to compensate the Partner for services rendered under this Agreement as follows:

- The Partner shall receive funding in the amount of \$40,000 per year to be paid in quarterly installments, subject to review based on the availability of SD Opioid funding.

## **6. Compliance and Reporting.**

The Partner shall:

- Adhere to all applicable federal, state, and local regulations.
- Maintain all required licensures and certifications as required under the laws of the State of South Dakota necessary to fulfill the objectives of this Agreement including any necessary continuing education credits;
- Maintain records and submit quarterly reports for monitoring and evaluation purposes;
- Cooperate with any audits or site visits conducted by the County or funding agency;
- Maintain necessary professional responsibility coverage.

## **7. Confidentiality.**

The parties agree to comply with all applicable laws and regulations regarding the confidentiality of individuals receiving peer recovery support services.

County agrees that Partner may publicly disclose the existence of this agreement.

In order to provide services, each party may provide to the other certain “Confidential Information.” Confidential information refers to the confidential and proprietary information of the disclosing party. Partner may also receive information developed during the course of criminal investigations and prosecutions which are not subject to disclosure to any person, including the individuals receiving services, without the authorization of the disclosing party.

If faced with a request for disclosure of certain protected information related to persons receiving services through this agreement, partner agrees to notify the State’s Attorney of the request and direct all requesting entities to the State’s Attorney’s Office for further direction.

## **8. Exclusivity.**

Nothing in this Agreement shall prevent either party from doing business with any other entity, regardless of whether such entity’s interests are opposed to the other party’s, so long as the Recipient does not use confidential information obtained in connection with the business of the other party to this Agreement.

## **9. Designation as Independent Contractors.**

County and Partner shall at all times be deemed to be independent entities. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between County and Partner.

## **10. Hold Harmless.**

The parties each represent and warrant that they have the legal right and authority to enter into this Agreement and that their performance hereunder will not conflict with or violate any commitment, agreement, or understanding they have to or with any other person or entity.

Partner disclaims liability for, and County releases Partner and its agents, employees, representatives, directors, or officers from all liability incurred by the County on behalf of this Agreement and for any property damage, loss, or personal injury to County, its agents, employees, representatives, officials, directors, or officers.

Partner shall assume liability for and shall indemnify and hold County harmless against all loss and expense resulting in any way from any wrongful or negligent act or omission on the part of the partner and from any use or application made by County of the services provided by Partner.

## **11. Termination.**

- **Termination Without Cause.** Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing sixty days prior written notice to the other. In the event of such termination, County shall provide payment to Partner for services performed and already incurred or committed through the effective date of the termination.
- **Termination With Cause.** Either party may terminate this Agreement upon providing written notice to the other party if the other party is in breach of any material provision, term, representation, or warranty under this Agreement. However, the party seeking termination shall first provide the breaching party with thirty days in which to remedy any such breach. Should the breaching party remedy such breach before the expiration of the thirty-day period, termination shall not take effect. The breaching party shall remain liable to the nonbreaching party for any damages sustained as a result of any such breach.

- **Termination for Non-Payment.** Partner shall have the right to immediately terminate this Agreement for failure of the County to provide payment in a timely manner as stipulated within this Agreement. In such event, partner shall provide written notice to County and County shall have five days to cure the default before termination.

## **12. Choice of Law.**

Any actions arising out of this Agreement shall be governed by the laws of the State of South Dakota, and shall be brought in a state or federal court within the State of South Dakota which shall have exclusive jurisdiction thereof.

## **13. Notice.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be sent by email, hand delivered, mailed by certified mail—return receipt requested, or sent by recognized overnight courier service as follows:

To Production Monkeys  
Kelli Schaunaman, Account Manager  
20 2<sup>nd</sup> Ave SE, Aberdeen, SD 57401  
(605)262-5075

To County:  
Troy Vandussen, County Commissioner  
Chair & Sara Foust, Community Services  
Director  
7 W Kemp, Watertown, SD 57201  
(605)882-6286

## **14. Severability of Provisions.**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **15. Waiver.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## **16. Entirety of Agreement.**

This Agreement, including any exhibits attached hereto, is the complete Agreement between the parties with respect to the subject matter hereof. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. Notwithstanding any other provision of this Agreement, in the event of a conflict between any of the terms of this Agreement and any attachments hereto, this Agreement shall control. Any changes or amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year set forth below.

ACCEPTED AND AGREED TO BY:

**Production Monkeys:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County Commissioner (Codington County Community Services):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

March 17, 2026

TO: Brenda

RE: County Surplus

We would like to remove the **Kensington Keyboard, S/N E1029A004950** from our inventory list. This keyboard works, however the letters are worn off. We would like to dispose of this keyboard for this reason as it would not be worth keeping for an auction item.

If you have any questions, feel free to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Becky".

Becky Goens, Sr. Administrative Specialist  
Codington County Extension

FILED

MAR 18 2026

CODINGTON COUNTY AUDITOR