

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, February 14, 2023

1. **Pledge of Allegiance**
2. **Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297**
3. **Conflict of interest items**
4. **Action to approve the February 14, 2023, agenda**
5. **Action to approve the February 7, 2023, minutes of the Board of Codington County Commissioners**
6. **Monthly Reports**
 - a. **Auditor**
 - b. **Director of Equalization**
 - c. **Welfare Director**
7. **Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees**
8. **Action to approve a contract with ODNEY to develop a website for the Social Services Advisory Council**
9. **Action to authorize closing of the Welfare Office for employee training**
10. **Opening of annual bids for Highway supplies and Weed chemicals; and action to award bids**
11. **Action to declare used Highway supplies surplus to be sold at designated rates**
12. **Action to approve a Bridge inspection resolution**
13. **Action to approve a cell phone stipend for a new Highway Employee**
14. **Action to approve the purchase of a mower for Memorial Park as budgeted**
15. **Action to approve a contract with the State of South Dakota for Community Health Nurse Services**
16. **Discussion/possible action to appoint a Cyber Security Officer**
17. **Action to approve claims for payment**
18. **Action to approve automatic budget supplements – Welfare Budget ERA claims**
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:**

22. Old Business

23. New Business

24. Open

- a. Public Comments
- b. Commission Comments

25. 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)

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 1st Ave SE
Watertown, SD 57201**

February 7, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, February 7, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, and Randall Schweer; absent Troy VanDusen; Chair Gabel, presiding. The pledge of allegiance was led by Commissioner Schweer.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by Waterman, second by Schweer, to approve the agenda for February 7, 2023, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Schweer, to approve the minutes of January 24, 2023; all voted aye; motion carried.

HOME BUILDERS' ASSOCIATION REQUEST TO SERVE ALCOHOL AT A PRIVATE VENDOR EVENT AT THE EXTENSION CENTER COMPLEX

Julie Kneeland, Executive Officer with the Watertown Area Home Builder's Association, met with the Board to request authorization to serve alcohol to vendors at a private social event following the close of the Home Show on March 4, 2023. Motion by Johnson, second by Waterman, to allow the request as presented by Ms. Kneeland; all voted aye; motion carried.

MONTHLY REPORTS

4-H/Youth Program Advisor, Jodi Loehrer and Sam Jacobson, Shooting Sports Coordinator, updated the Board: the Farm Show begins on February 8th and many volunteers are in place to run the three lunch counters; Shooting Sports has been in operation since the beginning of January; with 53 youth in archery, 30 youth in BB gun and 11 in air pistol/rifle. Sam reviewed the growing shooting sports program in Codington County, and the need for additional volunteers and increased space for the program. **Veterans Service Officer, Todd Rose,** updated the Board: there are currently 2100 veterans in Codington County; 152 claims are being worked or have been recently completed (23 from other Counties); \$18,456 is the increase in monthly compensation for Veterans or their families; in the past two months \$141,541 in back payments has been disbursed to bring claims current; there were 5 transports in January and currently 2 scheduled for February. Deputy Officer, Jay Roberts, has completed all training and certification and is online with VA software; the Maintenance Dept. has been preparing the new office space for the Veterans Service Office with a tentative move-in date of April 1st. A campaign for additional transport drivers is being explored to ensure enough drivers are in place when needed. Discussion was also held regarding assisting Veterans from outside Codington County.

AMERICAN RESCUE PLAN ACT OPERATING CASH TRANSFER

Motion by Johnson, second by Schweer, to approve operating cash transfers from the ARPA fund in the total amount of \$673,717.40, to the General Fund in the amount of \$567,945.54, to the Road and Bridge

Fund in the amount of \$97,751.24, and to the Crime Victims fund in the amount of \$8,020.62; for January payroll claims; all voted aye; motion carried.

AT-LARGE APPOINTMENT TO THE FIRST DISTRICT GOVERNING BOARD

Motion by Johnson, second by Waterman, to appoint Watertown Development Director, Michelle Kakacek, to the Codington County at-large position, on the Governing Board of the First District Association of Local Governments; all voted aye; motion carried.

RANGELAND FIRE ASSISTANCE RESOLUTION/FIRE PROTECTION AGREEMENT

The Board received correspondence from the SD Dept. of Agriculture addressing a need for updated contact information regarding the County’s designee for obligating funds in the event of a County request for fire suppression assistance. Motion by Schweer, second by Johnson, to approve Resolution 2023-3; all present voted aye; motion carried.

RESOLUTION 2023-3

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

Effective Date: February 7, 2023
 County Fire Assistance Authorization List:

Name	Position	Daytime Phone	Emergency or Cell Phone
Andrew Delgado	Emergency Management Director	605-882-6272	605-520-6272
D. Lee Gabel	County Commission Term ends 12/31/2026	605-880-1278	605-880-1278
Cheri Howell	Emergency Management Deputy	605-882-6272	605-956-0609

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

Dated this 7th day of February, 2023

D. Lee Gabel
 Chair Codington County Commission

ATTEST:

Cindy Brugman
County Auditor

PRE-DISASTER MITIGATION PLAN RESOLUTION

Motion by Johnson, second by Waterman, to approve Resolution 2023-4, adopting the Codington County Pre-Disaster Mitigation Plan 2023-2028; all voted aye; motion carried.

RESOLUTION 2023-4
Codington County

A Resolution Adopting the Codington County Pre-Disaster Mitigation Plan 2023-2028

WHEREAS, Codington County received assistance in the preparation of the Codington County Pre-Disaster Mitigation Plan 2023-2028 from representatives of Codington County and received funding from the South Dakota Department of Emergency Management/FEMA; and

WHEREAS, several public planning meetings were held between January through December of 2022 regarding the development and review of the Codington County Pre-Disaster Mitigation Plan 2023-2028; and

WHEREAS, the Codington County Pre-Disaster Mitigation Plan 2023-2028 contains several potential future projects to mitigate hazard damage in Codington County; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has rendered its approval of the Codington County All Hazard Mitigation Plan on January 18, 2023; and

WHEREAS, a duly-noticed public hearing was held by the Codington County Pre-Disaster Mitigation Team on December 5, 2022 to solicit public comment on the Codington County Pre-Disaster Mitigation Plan 2023-2028; and

WHEREAS, a duly-noticed public meeting was held by the Codington County Commission on February 7, 2023 to formally approve and adopt the revised Codington County Pre-Disaster Mitigation Plan 2023-2028.

NOW, THEREFORE, BE IT RESOLVED that the Codington County Commission adopts the Codington County Pre-Disaster Mitigation Plan 2023-2028.

ADOPTED AND SIGNED this 7th day of February, 2023.

D. Lee Gabel
Chair

ATTEST:

Cindy Brugman
Auditor

HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT FUNDS

Motion by Johnson, second by Schweer, to authorize the Emergency Management Director, to apply for annual HMEP grant funds; all voted aye; motion carried.

HUMAN RESOURCE REPRESENTATIVE

HR Representative, Natalie Remund, introduced HR Associate, Larissa Swanson, to the Board. Larissa will be available to assist Natalie with projects and attend weekly Board meetings in Natalie's absence; all voted aye; motion carried.

PERSONNEL POLICIES AND PROCEDURES MANUAL UPDATES

Motion by Johnson, second by Schweer, to approve updates to the Codington County Personnel Policies and Procedures Manual as prepared by Human Resource Representative, Natalie Remund. Updates include, but are not limited to: Commissioner liaison and board assignments; absenteeism and tardiness policy; uniform allowance amounts; supplemental retirement county match dollars; vacation leave for employees with 2-5 years of service; various sick leave policies; funeral leave language for "significant and other;" increasing employee personal leave from 8 to 10 hours per year; and adding a credit card policy for office expenditures; all voted aye; motion carried.

JANUARY SALARY CLAIMS

Motion by Schweer, second by Johnson, to approve January salary claims; all voted aye; motion carried: Commissioners: 11,288.12 total salaries; Myron Johnson 2061.56; Lee Gabel 2061.56; Troy VanDusen 2061.56; Charlie Waterman 2061.56; Randy Schweer 2061.56. Auditor: 25,384.41 total salaries; Cindy Brugman 7125.30; Jodi Pearson 4698.00; Debbie Melville 4273.44; Cindy Feldmeyer 3594.84. Co. Treasurer: 37,322.91 total salaries; Carol Maloney 6951.30; Janet Bevers 5345.28; Lindee Waba 4377.84; Ashley Lindner 4064.64; CeCi Johnson; 3349.50; Kristi Torstenson 3349.50. States Attorney: 47,709.52 total salaries; Becky Morlock Reeves 10264.26; Jamie Monson 4698.00; Ruth Swenson part time @ 20.73; Katie Moes 3868.02; Taylor Hageman 3868.02.; Danielle Rang 6455.40; Grant Wunder 6455.40. Gov. Buildings: 20,151.69 total salaries; Steve Molengraaf 6478.02; Bryan Bleeker 3981.12; Richard Kohn 3520.02. Dir. Equalization: 51,688.88 total salaries; Shawna Constant 6617.22; Diane Merchant 4487.46; Michelle Pederson 5341.80; Heidi Selchert 4962.48; Barb Martenson 4273.44; Melissa Sears 4962.48; Allison Forbush 4962.48; Sarah Tesch 3871.50. Reg. of Deeds: 28,077.65 total salaries; Ann Rasmussen 6951.30; Mary Fransen 4952.04; Jill Schweitzer 4269.96; Jacki Manning 5087.76. Veterans Service: 15,317.62 salaries; Todd Rose 5728.08; Jay Roberts 4609.26. Sheriff: 125,310.58 total salaries; Adam Reeves 5503.62; Erin Lenzner 4273.44; Brad Howell 8303.28; Lonnie Greenfield part time @ 23.86; Megan Swanson 3685.32; Rusty Mathews 5614.98; Dave Curtis 4362.18; Jerrod Olson 5701.98; Trever Schimmel 5475.78; Vanna Engst 4471.80; Brent Solum 6319.68; Steven Lowry 5345.28; Tyler Varns part time @ 27.83; James Bakke part time @ 23.86; Shane Yost 4724.10; Chandler Flowers 4609.26; Dakota Dodds 4609.26. Detention Center: 159,237.45 total salaries; Jessica Johnson part time @ 24.46; Raistlan Tschetter 4256.04; Jordan Jensen 4256.04; Austin Hanson 4256.04; Drayden Schneider part time @ 23.86; Lori Mills part time @ 27.00; Shawn Nills 4960.74; Brandon Anderson part time @ 23.86; Marcy Rossow 3873.24; Brittini Evjen 4256.04; Julie Gallisath 4256.04; Shawna Carter 4934.64; Lindsey Stricherz 4934.64; Kayla Schomaker 4583.16; Charles Rossow part time @ 21.18; Jennifer Matejek 4934.64; Amalia Barrientos 3906.30; Matt Blackwelder 6319.68; Wes Jennings 4698.00; Melissa Holtquist 4698.00; Justin Halajian 4962.48; Steve Stahlke 3697.50; Maria Escamilla 5246.10; Kelly Oelrich 4698.00. Coroner: 5,338.38 total salaries. Care of the Poor: 12,839.28 total salaries; Sara Foust 5728.08; Kari Kraayenbrink 3868.02. County Nurse: 4,250.78 total salaries; Karen Jensen 3267.72. Ag. Bldg.: 12,286.32 total salaries; Scott Swanson 4489.20; Gordy Hedges 3697.50. Co. Extension: 12,049.81 total salaries; Becky Goens 4814.58; Kim Johnson 4064.64. Weed: 4,858.03 total salaries; Ron Hartley 3520.02. Planning Board 387.96 total salaries. Road & Bridge: 97,751.24 total salaries; Brad Schwinger 5058.18; Jeff Case 5185.20; Rick Hartley 7668.18; Dave Hedding 5058.18; Lori Deutsch 4814.58; Rick Holinka 5058.18; Mitch Kallhoff 3967.20; Matt Dargatz 4602.30; Jamie Dolen 4698.00; Robyn Riter 4489.20; Lynn Solberg 5875.98; Doug Torstenson 4698.00; Randy Falvey 4273.44; Lonie Vogelsang 4273.44. Emergency Management: 14,074.74 total salaries; Andrew Delgado 6015.18 new hire; Cheri Howell 4962.48. Crime Victim: 8,020.62 total salaries; Jan Steele 6194.40. W.I.C.: 5,504.80 total salaries; Sara Aman 3885.42. Total: 698,850.79. Breakdown of withholding amounts which are

included in the above: S.D. Retirement 63,242.04; S.D. Supplemental Retire. 4,010.00 suppl. retire.; Sanford Health 88,386.68 ins.; Reliance Standard Life Insurance 753.24 life ins.; Delta Dental 6549.10 ins.; Avesis 860.08 ins.; Nationwide Retire. Sol. 25.29 suppl. retire.; AFSCME Council 65 403.20 employee union dues; AFLAC 3,598.31 ins.; John Hancock 5,600.00 suppl. retire.; AFLAC 824.43 ins.; Watertown United Way 5.00 employee contributions; Sioux Valley Credit Union 25,408.00 employee payments; John Hancock 200.00 Roth retire.; SDRS Supplemental Retirement 4,570.00 Roth retire.; Teamsters Local Union 120 467.00 employee union due; Codington County Deputy Sheriff's Association 90.00 employee union dues; ReliaBank Dakota 50,371.93 federal withholding; ReliaBank Dakota 65,040.52 social security; ReliaBank Dakota 15,211.18 Medicare.

CCJAC MEETING

Chair Gabel noted, a meeting of the Codington County Justice Advisory Committee, will be held at 5:00 PM, Thursday, February 16th, 2023, possibly in the Court House, with a specific meeting location yet to be determined.

EXECUTIVE SESSION

Motion by Schweer, second by Johnson, to enter into executive session, per SDCL 1-25-2 (1) discussion of personnel issues, at 9:42 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:02 a.m., no action was taken. Human Resource Representative, Natalie Remund and Human Resource Associate, Larissa Swanson; were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Schweer, to adjourn at 10:03 a.m., all voted aye; motion carried.

ATTEST:

Cindy Brugman
Codington County Auditor

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

Published once at the total approximate cost of \$_____

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in January 2023.

Cash on Hand	\$4,732.39
Checks in Treasurer' possession less than 3 days	\$225,634.84
Credit Card Charges	\$9,159.61
Cash Items	\$357.80
TOTAL CASH ASSETS ON HAND	\$239,884.64

RECONCILED CHECKING	
First Interstate Bank (Memorial Park)	\$1,861.65
Reliabank (Memorial Park)	\$8,143.18
Reliabank Dakota	\$33,970,778.23
INVESTMENTS	
SD Public Funds Investment	\$7,345.80
TOTAL CASH ASSETS	\$34,228,013.50

GENERAL LEDGER CASH BALANCES:	
General	\$21,523,070.82
General restricted cash	\$500,000.00
Sp. Revenue	\$9,478,800.64
Sp. Revenue restricted cash	
Custodial	\$2,726,142.04
Schools	\$ 1,632,859.52
Townships	\$ 122,981.22
City/Towns	\$ 294,274.31
TOTAL GENERAL LEDGER CASH	\$34,228,013.50

Dated this 2nd day of February 2023

County Auditor

FUND CASH BALANCES REPORT AS OF 02/02/2023
CODINGTON COUNTY

Fund	Description	BALANCE
101	GENERAL FUND	21,523,070.82
101	GENERAL RESTRICTED CASH	500,000.00
	TOTAL AT FUND GROUP:	22,023,070.82
204	ROAD & BRIDGE FUND	6,829,744.22
204	ROAD & BRIDGE RESTRICTED CASH	.00
207	E-911 FUND	49,357.23
226	EMERGENCY MANAGEMENT FUND	314,100.45
228	VICTIM CRIME SERVICE FUND	103,456.24
229	DOMESTIC ABUSE FUND	626.06
231	W.I.C. FUND	43,483.02
233	COURTHOUSE BUILDING FUND	.00
248	24/7 SOBRIETY FUND	126,406.70
250	MODERNIZATION/PRESERVATION	221,536.33
256	SEARCH & RESCUE FUND	78,201.69
290	AMERICAN RESCUE PLAN FUND	1,350,410.84
295	RURAL ACCESS INFRASTRUCTURE	361,477.86
	TOTAL AT FUND GROUP:	9,478,800.64
706	SPECIAL HIGHWAY FUND	.00
721	SCHOOL DISTRICTS FUND	1,632,859.52
722	CIVIL TOWNSHIPS FUND	122,981.22
723	CITIES AND VILLAGES FUND	294,274.31
724	WATER DEVELOPMENT DIST. FUND	17,117.79
725	ADVANCE TAX COLLECTION FUND	.00
726	REGISTER OF DEEDS FUND	3,246.80
727	GAME, FISH & PARKS FUND	.00
728	CLERK OF COURT FUND	.00
729	TAX SALE REDEMPTION FUND	.00
733	SANITARY SEWER DIST. FUND	.00
734	DEPOSIT FUND	.00
735	TREASURER'S TRUST FUND	.00
736	MUNICIPALITIES (5%) FUND	.00
738	FINES TO SCHOOLS FUND	.00
741	911 TRUST AND AGENCY FUND	.00
742	STATE MOTOR VEHICLE FUND	639,789.84
746	AUTO EXCISE TAX FUND	.00
755	SALES TAX FUND	-21.51
758	BOOKMOBILE FUND	3,162.59
766	LAW LIBRARY FUND	10,749.48
769	MODERN/PRESERATION RELIEF	1,982.00
770	FIRE DEPT. MONIES	.00
	TOTAL AT FUND GROUP:	2,726,142.04
	TOTAL:	34,228,013.50

OFFICIAL STATEMENT OF FEES COLLECTED
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH
OF JANUARY, 2023

The sum of **\$25,171.00** in fees has been collected by me as Register of Deeds for JANUARY, 2023

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of JANUARY, 2023

Ann Rasmussen

Register of Deeds

Subscribed and sworn to before me this 1 day of Feb 2023

Cindy Brugman

CERTIFIED BIRTHS

State Children's Fund (\$2.00)	<u>\$ 186.00</u>
County General Fund (\$5.00)	<u>\$ 465.00</u>
State EVRSS Fund (\$5.00)	<u>\$ 465.00</u>
State General Fund (\$3.00)	<u>\$ 279.00</u>
TOTAL	<u>\$ 1,395.00</u>

CERTIFIED DEATHS

County General Fund (\$5.00)	<u>\$ 1,035.00</u>
State General Fund (\$4.00)	<u>\$ 828.00</u>
State EVRSS Fund (\$6.00)	<u>\$ 1,242.00</u>
TOTAL	<u>\$ 3,105.00</u>

FILED

FEB -1 2023

CODINGTON COUNTY AUDITOR

Receipt Totals

By Date: 1/1/2023 12:00:00 AM - 1/31/2023 11:59:59 PM; Departments: All; Cash based.

Codington County

Wednesday, February 01, 2023 8:18 AM

Summary:

Receipt Item Totals		Paid	Charged	Debited	Total
Document:		\$18,268.50	\$570.00	\$0.00	\$18,838.50
Non Document:		\$5,251.00	\$1,194.60	\$0.00	\$6,445.60
Subtotal:		\$23,519.50	\$1,764.60	\$0.00	\$25,284.10
Payment on Account Totals					
Applied:		\$1,651.50			
Refunded:		\$0.00			
Unposted:		\$0.00			
Net Posted:		\$1,651.50			
Payments & Refunds					
ACH:		\$6,163.50			
Cash:		\$2,460.00			
Check (Refund):		-\$5.00			
Check:		\$16,537.50			
Money Order:		\$15.00			
Total:		\$25,171.00			

Revenue Account Activity

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00 Marriage License 1	\$110.00	\$110.00	\$0.00	\$0.00
101-0-341.21 Reg. Deeds Filing/Recording 2	\$5,790.00	\$5,380.00	\$410.00	\$0.00
101-0-341.22 Reg. Deeds Transfer fees 3	\$11,798.50	\$11,798.50	\$0.00	\$0.00
229-0-321.00 Domestic Abuse Marriage Lic. 6	\$330.00	\$330.00	\$0.00	\$0.00
726-0-209.00 Reg. Deeds Fees - State 8	\$3,000.00	\$2,500.00	\$500.00	\$0.00
101-0-341.29 Reg. Deeds Other Fees 4	\$3,012.50	\$2,341.00	\$671.50	\$0.00
250-0-341.21 M&P Relief ROD Filing/Rec 7	\$678.00	\$636.00	\$42.00	\$0.00
769-0-209.00 M&P Relief ROD Allocation 9	\$452.00	\$424.00	\$28.00	\$0.00
Total:	\$25,171.00	\$23,519.50	\$1,651.50	\$0.00

FILED

FEB - 1 2023



Scope of Project Agreement

Social Services Advisory Council: Website Development
January 2023

Social Services Advisory Council

A community coalition of local non-profits, government, school and service agencies organized by the Codington County Welfare Office as part of their strategic plan.

Contact:

Sara Foust, LCSW

Director

Codington County Welfare Office

(605)753-2592

sfoust@codington.org

Odney

117 West Front Avenue

P.O. Box 2035

Bismarck ND, 58502

Contact:

Jen Bender

Senior Account Executive

jbender@odney.com

605.838.7098

Erin Schwengler

Interactive Director

eschwengler@odney.com

701.222.8721

Site Information:

Domain Name: [need to register]

Domain Status: Registered Unregistered

Hosting Location: Odney List Other

Project Information:

Project Cost: \$5,000

Commented [JB1]: Sara - we will propose codingtonconnects.com to the Council. It is available to purchase.

Overview

A welcoming site for Codington County residents that connects them to all available resources and agencies, including the HelpLine Center's directory.

Values & Beliefs	Benefits	Behavior	Tone of Voice	Look & Feel
Flexibility	Understanding	Open-minded	Knowledgeable	Original
Innovation	Accommodating	Transparent	Passionate/Genuine	Welcoming/Safe
Responsibility	Convenient	Progressive	Un-biased	Unified
Collaborative	Organized	Dependable	Engaging	Helpful
		Competent	Warm	Friendly

- The Social Services Advisory Council is approximately one year old and is not known by the public as an entity.
 - It is managed by the Codington County Welfare Office.
 - Includes representation from various agencies and organizations in the community.
- The Social Services Advisory Council, under its new name (likely Codington Connects), may evolve to become a physical, centralized location where residents can go for information on all services in the county.
 - The website will be a centralized online location where people can go for information and links to services.
 - The goal is to have a centralized source of information on services (a hub).

What prospects will visit the site and why?

- The residents in Codington County and the surrounding counties often rely on Watertown for services.
- The following services are provided by Codington Connects: Childcare, Clothing, Community Activities, Counseling, Education, Faith and Community Services, Food, Government Agencies, Healthcare Services, Housing, Legal, Mentoring Programs, Non-Profit Organizations, Support Groups, Transportation, Veteran Services, Women's Services, and Youth Programs.

What are the primary objectives and goals for the site?

- Engage residents in a resource to learn about services available.
- Connect residents to resources through the website's content

Websites of like industries? (Include Site URL's)

- Watertown Chamber of Commerce
 - <http://www.watertownsd.com/members/>

- Thrive - About Us page
 - <https://siouxfallsthrive.org/about-us/>

Project Details

Design:

- This scope of the project agreement includes one home page design concept. The subpage/section design will be based off the approved home page. The designs will be responsive once they have been implemented onto the working website.
- The design will incorporate the new resource name, logo, and branding.
- Odney has the logo on File. **Odney understands this logo may be changed based on a vote February 27, 2023.**



- The look and feel will represent the brand attributes: Original, Welcoming/Safe, Unified, Helpful, and Friendly

Home Page Elements: The following elements will be incorporated into the homepage.

- Logo
- Navigation - Smaller
 - HelpLine Center
 - Contact
- Navigation - Main
 - About Us
 - Latest News
 - Local Resources
 - Calendar
- Large Main Rotating Image - Images can be linked to additional information (landing page or pdf)
- Content Area
- A content area with icons or visual representations to link to content (most likely pdfs). Estimating 6 icons.
- Sign Up for Our Newsletter
- Social Media Icons

- Facebook [need URL]
- Latest News feed
- Footer (consistent throughout the entire site)
 - Privacy Policy
 - Disclaimer
 - Contact
 - Site Map
 - copyright © [current year] Codington Connects
designed and programmed by Odney
 - Links to other county resources, eg utilities

Subpage Elements

- Logo - links to the home
- Navigation (same as the home page)
- Social Media Icons
- Sub Section Navigation - Placeholder spot will only show if there is additional navigation in the section
- Content (photos and copy)
- Footer (consistent throughout the entire site)

Site Navigation/Sections:

- Navigation (page titles are the same as navigation)
 - Home/
 - About Us...../about/
 - Latest News/news/
 - Calendar...../calendar/
 - Local Resources/resources/
 - Contact...../contact/
 - Privacy Policy...../privacy/
 - Disclaimer...../disclaimer/
 - Site Map/sitemap/

Note this is the main site navigation structure. Pages can be added and deleted to these sections using SmartAdmin™. Odney will make sure that the current site map is brought over, and 301 redirects are in place.

Project Notes

- HelpLine center link in small navigation should like to <https://www.helplinecenter.org/2-1-1/>
- Contact page will list contact information
- Latest News will be a blog
- Calendar will utilize SmartAdmin features, not a Google Calendar widget

SmartAdmin Features

- The following SmartAdmin features will be used:
 - Page Content
 - File Browser
 - Surveys/Form Builder
 - Photo Galleries
 - Accordions
 - Home Page Image Slider
 - Member Management
 - Page Redirects
 - Calendar

Project Cost

Project Management

This includes:

- Meetings with you to get a clear picture of the project and expectations for both parties
- Scope of project creation
- Odney will hold a training session with your team prior to launching the new site. This will show you the complete functionality of the site and how to use the SmartAdmin™ CMS (Content Management System).
- A quality assurance test will be completed by Odney prior to the launch of the site. We will also answer any questions you may have on the new site.

Responsive Home and Subpage Design

This includes:

- One home page design concept
- Responsive implementation

SmartAdmin™ Content Management System

This includes:

- Odney's proprietary SmartAdmin™ Content Management System. SmartAdmin™
 - Allows the user to update specified content quickly and easily through any standard web browser. You can create new subsections or subpages and edit, delete or add to existing sections.

TOTAL DEVELOPMENT INVESTMENT \$5,000

Hosting & Support \$ 100.00/Month

- Odney has full-time technical support for websites on our server environment from 8 a.m. to 5 p.m. CST, Monday through Friday.

Letter of Agreement

This Letter of Agreement between Codrington County Welfare Office and Odney outlines the services and compensation arrangements to which we have both agreed. As previously agreed, Odney will serve as the web developer for Codrington County Welfare Office' Social Services Advisory Council.

Web Development: Concept, design and produce responsive website and SmartAdmin™ Content Management System set up.

Specifically, the services Odney will provide under this Agreement, upon request by Codrington County Welfare Office, will include any or all the following:

Web Site Hosting: Host the client's website on Odney's server within the client's domain as [to be determined], subject to and based upon the terms and conditions set forth in the Agreement.

This Agreement, incorporating the following procedures, will be effective May 1st, 2023, and will continue until modified by the parties.

BASIS OF COMPENSATION

Services are billed at the following rates:

Hosting

- a. Rate of \$100 per month

MONTHLY STATEMENTS

Detailed statements and supporting invoices are issued on or about the 10th of each month covering obligations incurred during the previous month. Payment of each month's statement is due upon receipt and past due 30 days thereafter.

In the event of any question on a statement, payment should be made on that part of the statement not in question and so noted. Resolution and/or any adjustments on the questioned item(s) will be made on the subsequent statement.

Project Timelines

We have calculated the cost for the time we have estimated this project to take in this contract. The estimated timeline below is based on getting the signed SOP, photos, and any other materials to Odney by February 2, 2023. The project is due to be completed April 12, 2023.

Commented [JB2]: We can use placeholders for now.

Milestone	Owner	Approx. Timeline	Date
Project Kick-Off and Initiation	Odney	1 day	
Discovery	CCW/Odney	2 weeks	
Scope of Project (SOP) Development	Odney	2 weeks	1/30/23
Sign off on SOP	CCW/Odney	1 day	2/6/23
SmartAdmin™ Install	Odney	1 week	2/13/23
Home Page Design Concept	Odney	2 weeks	2/27/23
Home Page Design Revisions/Approval	CCW/Odney	1 week	3/6/23
Design Implementation	Odney	2 weeks	3/20/23
QA and Testing	Odney	1 week	4/3/23
Training	CCW/Odney	1 day	TBD
Content Entry	CCW/Odney	1 week	TBD
Site Launch	Odney	1 day	4/12/23

Client

Odney

Signature

Signature

Title

Title

Date

Date

NOTICE TO BIDDERS SUPPLIES

Notice is hereby given that the Board of Commissioners of Codington County, South Dakota, will receive bids up to 9:00 AM in the morning on Tuesday, February 14th, 2023 at the office of the Codington County Auditor, 14 First Avenue SE, Watertown, South Dakota 57201, for the following:

Items to be furnished during the period from March 1, 2023 to February 29, 2024.

All items to be delivered to locations within Codington County as required by the County Highway Department.

- | | |
|-----------------------|------------------------------|
| 1. Concrete Pipe | 6. Asphalt Patching Material |
| 2. Diesel and Ethanol | 7. Weed Chemicals |
| 3. Liquid Asphalt | |
| 4. Pea Gravel | |
| 5. Gravel Crushing | |

GENERAL NOTES: All materials shall meet the Standard Specifications for Roads and Bridges of the South Dakota Department of Transportation. Certification shall be provided on all bid items stating that they meet or exceed the standard specifications when the Codington County Highway Department requests such certificates. Tax exempt certificates will be furnished by Codington County.


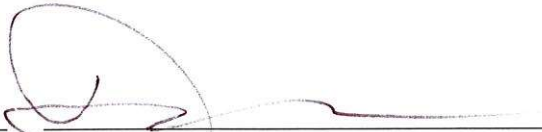
A bid bond or certified check will be waived as provided by S.D.C.L. 5-18-6.1

By virtue of statutory authority, preference will be given to materials produced or supplies that are found, produced or manufactured within the State of South Dakota.

The Board of Commissioners reserves the right to reject any or all bids.

Dated this 3rd day of January, 2023

ATTEST

 County Auditor	 Chairman, Board of Commissioners
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**RESOLUTION 2023-05
BRIDGE REINSPECTION
PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CRF 650 Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, Codington County is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The County requests SDDOT to hire Banner Associates, Inc. (Consulting Engineers) for the inspection work. SDDOT will secure federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the County for 20% of the cost. The County will be responsible for the required 20% matching funds.

Date this 14th day of February, 2023, at Watertown, South Dakota.

Codington County Board of Commissioners

D. Lee Gabel, Chair

ATTEST:

Cindy Brugman, County Auditor

Watertown Lawn & Garden & Small
 Engine Repair Inc
 17 3rd St. NW
 Watertown, SD 57201
 605-886-5256

Estimate

Date	Estimate #
1/31/2023	619

Name / Address
Codington County Memorial Park 14 1ST AVE SE WTN SD 57201 882-6291

			Project
Description	Qty	Rate	Total
New Gravely Mower PRO TURN 672 KAW. 38.5 HP BID ASSIST NON-PROFIT ORGANIZATIONS	1	17,968.00 -18.00%	17,968.00T -3,234.24
		Subtotal	\$14,733.76
		Sales Tax (0.0%)	\$0.00
		Total	\$14,733.76

2 3 S C 0 9 - - - -

STATE OF SOUTH DAKOTA
CONSULTANT CONTRACT
FOR PROVISION OF COMMUNITY HEALTH SERVICES
BETWEEN

Codington County Commission
14 1st Avenue SE
Watertown, SD 57201
(605) 882-6297

Referred to as "County"

South Dakota Department of Health
Family and Community Health
Child and Family Services
600 East Capitol Avenue
Pierre, SD 57501-2536

Referred to as "State"

The State and the County hereby enter into a contract for providing community health services.

The parties' duties pursuant to this contract shall begin on January 1, 2023, and end December 31, 2023.

I. COUNTY

- A. County is not a full or part-time employee of the State or any agency of the state of South Dakota.
- B. County clerical may use the equipment and supplies owned by the State of South Dakota including computers, system furniture, and other equipment necessary to deliver services.
- C. County agrees to:
 - 1. Provide/Assure the following:
 - a) Clerical support for the public health service hours of this contract in addition to WIC Services. (Clerical support for WIC related services will be reimbursed at per participant rate based on monthly caseload as specified in a separate WIC Contract.) Clerical staff must be competent in utilizing computer equipment including Microsoft Office applications and capable of learning multiple program specific software applications.
 - b) Assure county clerical working with Child and Family Services provide documentation of two dose series of MMR for staff born after 1956, or serologic proof of immunity, one-time dose of Tetanus/Diphtheria/Pertussis (Tdap), and annual influenza vaccination. May require other vaccine recommendations in an outbreak when staff member has not been completely immunized or immunization status is unknown.
 - c) Clerical must complete general and program specific trainings required by Department of Health for the roles and responsibilities of the position, and participate in virtual informational meetings/updates relevant to service delivery.
 - d) Office space sufficient to carry out ordinary day-to-day duties.
 - e) Maintenance and upkeep to the Community Health Office.
 - 2. Allow Department of Health nurse/health professional to participate in County Clerical interview process to provide a comprehensive description of the duties and responsibilities of the position and respond to any questions about the services that are provided.

3. Pay up to a total of \$15,379.54 for community health nursing services rendered. The County agrees to pay said amount in installments of \$3,844.89 on or before each of the following dates:
 - f) January 15, 2023
 - g) April 15, 2023
 - h) July 15, 2023
 - i) and October 15, 2023

Each installment is to be sent to the:
South Dakota Department of Health
Office of Child & Family Services
Attn: Leah McQuiston
615 East 4th Street
Pierre, SD 57501

The State will bill the County approximately one month in advance of the installment due date.

D. **INSURANCE:** County agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:
County shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
2. Worker's Compensation Insurance:
County shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
3. Certificates of Insurance:
Before beginning work under this Contract, County shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, County agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. County shall furnish copies of insurance policies if requested by State.

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

F. County is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 25, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, County agrees:

- a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
- b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
- c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
- d. to ensure that its agents, including a subcontractor for which County has received prior written consent from State pursuant to "Other Provisions" section G to whom it provides PHI received from or created by County on behalf of State, agrees to the same restrictions and conditions applicable to County, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). County also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
- e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as discovered by County as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

- f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). County will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. County will not engage in any communication which might be deemed to be “marketing” under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.
- 2. Notwithstanding the prohibitions set forth in this agreement, County may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:
 - a. the disclosure is required by law; or
 - b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify County of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Availability of PHI

County further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to County;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely basis.

II. STATE

A. State agrees to:

- 1. Employ public health professionals to provide services to the County. The State's public health staff shall provide approximately 2704 hours of service to the County. Services will typically be delivered in face-to-face client interaction but may also include telehealth, virtual visits, and other technology platforms. Clientele can access many services any day of the week through virtual technology, which enhances opportunities in part-time offices. The primary focus of community health is preventive care and health education. Examples of services may include but are not limited to:
 - a. Pregnancy care education and assessments
 - b. Infant safe sleep education and equipment to ensure a safe sleep environment
 - c. Family Planning program services or referrals
 - d. Post-partum services

- e. Developmental and Social-Emotional screening
 - f. Immunization Services
 - g. Health and safety education to individuals and groups
 - h. Communicable disease prevention and intervention
 - i. Tuberculosis testing – TB medication management
 - j. Local Emergency Preparedness
 - k. Client need coordination and referral
 - l. Nutrition education
 - m. Collaboration with community partners
 - n. Oral health screening and education
 - o. Fluoride varnish application
 - p. Depression Screening
2. Provide oversight to assure that professional standards and program criteria are met. Review of records, direct observation of service delivery, review of statistical information and training will be provided to assure quality service.
 3. Provide fiscal and administrative management, including participating in the supervision and evaluation of county staff provided by this agreement, to ensure efficient utilization of the resources of both parties. All income from patient fees and donations will be deposited in the State’s budgetary accounting system.
 4. Pay for telephone charges, computer equipment, network and support, office and medical supplies.
 5. Provide county clerical with screening and appropriate immunizations as needed according to Child & Family Services/DOH policy.

III. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the County Contact Person on behalf of County, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. ASSURANCES: The County agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.

- F. **RESTRICTION OF BOYCOTT OF ISRAEL:** Pursuant Executive Order 2020-01, for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract County certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for State to terminate this contract. County further agrees to provide immediate written notice to State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
- G. **COMPLIANCE WITH EXECUTIVE ORDER 2023-02:**
Contractor certifies and agrees that the following information is correct:
- In preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, Contractor is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by South Dakota Executive Order 2023-02.
- Contractor further agrees that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.
- H. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**
County agrees that neither County, nor any of County's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. County will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if County, or any of County's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. County further agrees that if this contract involves federal funds or federally mandated compliance, then County is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- I. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- J. **NONASSIGNMENT/SUBCONTRACTING:** County shall not assign this contract, or any portion thereof, without the prior written consent of State. County's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The County may not use subcontractors to perform the services described herein without the express prior written consent of State. County will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. County will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- K. **FEDERAL AND STATE LAWS:** County agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- L. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of County's business, will become the sole property of State. State hereby grants County the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of County's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of County shall be delivered to State upon completion or termination of services under this contract.
- M. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** County agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject County or State to liability. Reporting to State under this section does not satisfy County's obligation to report any event to law enforcement or other entities as required by law.
- N. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- O. **AUDIT REQUIREMENTS:
(EXPENDING \$750,000 OR MORE)**
A nonprofit subrecipient, (as well as profit hospitals) (County), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.

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

- P. **FORCE MAJEURE:** Neither County nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- Q. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to County.
- R. **RECORD RETENTION/EXAMINATION:** County agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- S. **LICENSING AND COMPLIANCE:** The County agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The County will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the County's failure to ensure the safety of all individuals served is assumed entirely by the County.
- T. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the County by the State. County acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. County shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or County's except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. County is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. County shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to County; (ii) was known to County without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by County without the benefit or influence of the State's information; (v) becomes known to County without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. County understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. County acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the County will be required to undergo investigation.
- U. **CONFLICT OF INTEREST:** Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.
- V. **RECYCLING:** State strongly encourages County to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

_____	_____	_____
Beth Dokken, Director	Date	Chairman, County Commission
Division of Family & Community Health		Date Cindy Brugman
Department of Health		Email: cbrugman@codington.org

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

State Contact Person: Joel Arriolacolmenares Phone: (605) 295-1129

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