

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, December 12, 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 December 12, 2023, agenda
5. Action to approve the December 12, 2023, minutes of the Board of Codington County Commissioners
6. Update by Eric Kunzweiler, Chief Executive Officer, Inter-Lakes Community Action Partnership
7. Monthly Reports
 - a. Auditor
 - b. Welfare Director
8. Discussion/possible action to change the name of the Welfare Office
9. Action to approve Chair to sign Joint Powers Agreement with the State DOT for bridge 15-190-022
10. Action to approve Chair to sign Joint Powers Agreement with the State DOT for bridge 15-178-160
11. Action to approve Auditor's Acct. w/Treasurer and note Register of Deeds fees
12. Action to declare two monitors and HP Elite computer in the Treasurer's Office surplus to be destroyed
13. Review/possible action to approve and sign union contracts
14. Discussion/possible action to approve COLA for employee 2024 wages
15. Action to authorize the Chairman and Auditor to sign Dept. of Legislative Audit letter of engagement
16. Action to amend the CCJAC charter to include additional non-voting members, Resolution 2023-39
17. Action to appoint additional new member(s) to the Codington County Justice Advisory Committee (CCJAC)
18. Discussion/possible action to publish an RFP for pre-design architectural services regarding jail facilities
19. Action to approve abatement applications
20. Action to approve claims for payment
21. Action to approve automatic budget supplements – Welfare Office, Dept of Health Innovation Grant
22. Action to approve Commissioner Contingency transfer
18. Action to approve personnel changes
19. Action to approve travel requests
20. Public Notices – a possible quorum of Commissioners could be in attendance at:

21. Old Business

22. New Business

23. Open

- a. Public Comments
- b. Commission Comments

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

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)

25. Action to adjourn upon completion of agenda item

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

**Official Proceedings
County of Codington
Codington County Court House
14 1st Ave SE
Watertown, SD 57201**

December 05, 2023

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 05, 2023, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen, and Randall Schweer; Chair Gabel, presiding. The pledge of allegiance was led by Commissioner 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 December 05, 2023, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by VanDusen, to approve the minutes of November 28, 2023; all voted aye; motion carried.

MONTHLY REPORTS

4-H/Youth Program Advisor, Jodi Loehrer, updated the Board: the NE 4-H Teen DASH was held on Saturday, December 2 and the youth did a poverty simulation, Sara Foust, Codington County Welfare Director talked to them and played some fun games, they also put together over 50 Blessing Bags that will be brought to the Welfare Office to be distributed locally; Cloverbuds will be meeting and there are 40 cloverbuds so far; members are still enrolling and re-enrolling in 4-H for the new year; will be going to Florence School next week to go in the classrooms for nutrition classes and the will have cloverbuds after school; shooting sports registration is now open for archery, bb gun, air pistol and air rifle, all programs will begin in January 2024; Farm Show prep will begin soon, will be meeting with the 4-H Leaders for the 3 lunch counters and the Codington County 4-H youth will be able to bring their projects to be judged and displayed in the Fieldhouse; **Veterans Services Office, Todd Rose**, updated the board: metrics for the month, 174 open claims (working claims) (99 pending action from VA) 229 completed (YTD), currently working for 57 veterans and have completed claims for 31 veterans from outside our county; \$3,251 for the month of November 2023, increase in monthly compensation for veterans or their dependents YTD monthly increase \$104,375; \$32,429 for the month of November 2023, retro-payment to bring a claim current to monthly compensation YTD retro-payments \$1,163,182; 4 veteran DAV transports in November and 1 transports currently scheduled for December; the VA claims backlog continues to grow every day and is projected to peak around 400,000 nationwide in 2024, which has an impact of how claims are processed and looked at, the VA is changing things as far as how they process the claims, with the quality of the VA work is average, which results in creating additional work at all levels, requiring claims to be reviewed and reevaluated, medical examinations for claims the veterans within the last couple of months have had a lot of cancellations because they are done by third-party contractors and the contractors are trying to find providers with the amount of claims and certain types of claims it may take 4 months to be able to schedule an appointment, so have informed the veterans to be ready for a phone call of a cancellation of an appointment and to be flexible when working through the claims process; attended the Legislative Round Table at the

Codington County, 05 December 2023

American Legion on November 16, 2023, Representatives Byron Callies and Fred Deutsch were there, the State Veterans Council members pick several topics or concerns that they want the state legislators to support, a few highlighted areas that they talked about is a study for veteran assisted living and nursing home care, Hot Springs has the state veterans home and should there be something back here on this side of the state, also discussed the VSO wage increase and re-imbursement to counties, also county consolidation for the VSO services along with the need for veteran transportation to medical appointments; Ben Pahl was selected and announced at the Veteran Day Ceremony as the 2023 Codington County Veteran of the Year, he is a member of several local veterans' organizations but spends much of his time and energy representing the Kampeska NE Chapter of the Marine Corp League, he exemplifies the title of veteran and is a great asset to our community; currently planning an Open House to be held at the new location, on December 07, 2023, from 1:00-4:00 p.m.; also are a drop off for Toys for Tots; the work study (Julia Larson) will have accomplished her first contract as of December 13, 2023, and will be submitting another contract for the next semester from Jan 08, 2024 – May 10, 2024, are making good progress with the historical records and insuring that they are updated in the system and are legible; still looking for new drivers to help transport veterans to VA appointments, the VA has waived/have a waiver option for the COVID-19 vaccination if a person is not vaccinated; will meet with commanders of the County Veterans Organization; will be on the Veterans' radio program, Thursday morning, 8:40ish a.m. on KWAT and 9:05ish a.m. on KXLG.

HIGHWAY DEPT. PURCHASE OF 2 MOTOR GRADERS

Motion by VanDusen, second by Schweer, to approve the purchase of 2 Caterpillar Model 150JOY-BR Motor Graders, as budgeted in 2024 for the Highway Dept. Highway Supt., Rick Hartley, provided the Board with the following Sourcewell bids: Caterpillar Model: 150JOY-BR Motor Graders, \$649,633.06 for 2 motor graders, which includes a trade-in, in the amount of \$164,850.00 and a discount of \$27,902.10 and 2 2024 John Deere 772G Motor Graders, \$659,149.06, which includes a trade-in value in the amount of \$140,000.00. Upon vote of the Board, to purchase the 2 Caterpillar Model; 150JOY-BR Motor Graders; all voted aye; motion carried.

SOUTH DAKOTA COMMUNITY FOUNDATION FOR THE BEYOND IDEA GRANT

Motion by Johnson, second by Schweer, to accept a grant award of \$100,000.00 from the South Dakota Community Foundation, to be used for – a needs assessment, fund community events, salary to assist with organizing and leading the action teams, technical assistance to contract with individuals to lead the collective impact work that is being done and advertising to raise awareness and support of the collective impact and the Codington Connects; all voted aye; motion carried.

BUREAU OF JUSTICE ASSISTANCE, REACHING RURAL; ADVANCING COLLABORATIVE SOLUTIONS GRANT APPLICATION

Motion by VanDusen, second by Schweer, to approve Welfare Director, Sara Foust, to be a member of the Cross-Sector team for the Bureau of Justice Assistance, Reaching Rural: Advancing Collaborative Solutions grant, Welfare Director, Sara Foust, informed the Board that this grant will help to assist people in the community who has a substance abuse disorder, this grant is only for rural communities for people involved in the legal system who have a substance abuse disorder, to build a support system for these individuals; Stacy Hendrickson with Brothers and Sisters Behind Bars, will be leading this and completing and submitting the grant, Sara would like to become a member on the 6-team members which consists of the following members, Stacy Hendrickson-Brothers and Sisters Behind Bars, Kari Johnston-Human Resource Center, Judge Means, Alexis Buysse-Mental Health Officer with the Watertown Police Department, Codi Martin-Department of Health; all voted aye; motion carried.

WELFARE OFFICE ADMINISTRATIVE SPECIALIST

Motion by Johnson, second by Waterman, to approve an updated job description for the position of Welfare Office Administrative Specialist; all voted; motion carried.

FULL TIME EQUALIZATION OFFICE ADMINISTRATIVE ASSISTANT POSITION

Motion by VanDusen, second by Schweer, to advertise and fill a full-time Administrative Assistant position in the Equalization Office due to a recent resignation of same; all voted aye; motion carried.

U.S. GEOLOGICAL FUNDING AGREEMENT/FLOOD MONITORING STATIONS

Motion by Johnson, second by Waterman, to authorize Chair Gabel to sign the annual Joint Funding Agreement, between Codington County and the USGS (United States Geological Survey), for flood monitoring stations and precipitation gauges, for the time period January 1, 2024 through December 31, 2024, in the amount of \$11,320.00; all voted aye; motion carried.

BUDGET SUPPLEMENTS

Motion by Schweer, second by VanDusen, to approve the following budget supplement: to the Welfare Budget, in the amount of \$18,086.62 with Department of Health Innovation Grant funds; all voted aye; motion carried.

OPEN

Public Comments – Gordon Little, Dennis Jones, Terry Little, Troy Skelton and Rich Schultz appeared before the Board to share information related to Carbon Solutions CO2 Pipeline; Nathan Reichling appeared before the Board to share information related to the bridge on County Road 20 on 176th St. and the bridge 1 mile south on 177th St. which is a township road. Jeff Schaefer, SD Dept. of Legislative Audit, met with the Board to review procedures that will be used during Codington County’s biennial audit for the years of 2021 & 2022.

EXECUTIVE SESSION

Motion by Johnson, second by Schweer, to enter into executive session, per SDCL 1-25-2(1) discussion of personnel issues, (3) preparing for contract negotiations and (4) discussing information listed in SDCL 1-27-1.5(8) and 1-27-1.5(17) (safety or disaster); at 10:16 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:53 a.m., no action was taken. Human Resource Representative, Natalie Remund, and Auditor, Brenda Hanten were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by VanDusen, second by Johnson, to adjourn at 10:53 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten

Codington County Auditor

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

Published once at the total approximate cost of \$ _____

**JOINT POWERS AND FUNDING AGREEMENT
FOR BRIDGE REPLACEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND CODINGTON COUNTY**

This Agreement is made and 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. The COUNTY will be responsible for acquiring, holding and disposing of all real property required in connection with this Agreement.

2. BACKGROUND:

- A. The STATE has limited federal and state funding available for the replacement of eligible local public agency bridges.
- B. The COUNTY has applied for Federal Highway Local Bridge Replacement Program funding ("Federal Funds") for the bridge replacement of structure number 15-190-022, project number BRF-B 6127(10), PCN 09MA, referred to in this Agreement as the "PROJECT."
- C. The Federal Highway Local Bridge Replacement Program provides Federal Funds for 81.95% of the actual total eligible costs of an approved bridge replacement project.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement is effective upon execution by both parties and its term is perpetual.

4. PROJECT FUNDING AWARD

- A. The COUNTY is awarded Federal Funds for 81.95% of the actual total eligible costs of the PROJECT. The COUNTY is responsible for 81.95% of all expenses deemed by the Federal Highway Administration or the STATE to be non-participating or ineligible for Federal Funds. Ineligible expenses include, but are not limited to, real property acquisition costs, utility relocations, finished roadway surfacing (asphalt, gravel, or concrete), fencing, aesthetics, and off-site environmental mitigation and monitoring costs.
- B. The STATE will be responsible for eighty-one-point nine five percent (81.95%) of eligible PROJECT costs. The COUNTY will reimburse the STATE the COUNTY'S eighteen-point zero five percent (18.05%) required share of the PROJECT costs. The COUNTY will be one hundred percent (100%) responsible for any costs deemed ineligible. The STATE will pay all up-front costs for the PROJECT and then seek reimbursement from the COUNTY for the COUNTY'S required match once the PROJECT is complete. The COUNTY will make reimbursements to the STATE within thirty (30) days of receipt of a billing from the STATE.

5. DESIGN ENGINEERING SERVICES

The STATE will execute and administer the contracts and work orders for design engineering services for the PROJECT, which includes surveys, hydraulic analysis, and preparation of plans and specifications. The STATE will advertise, let to contract, award, and be the contracting party for the construction of the PROJECT. The

COUNTY'S concurrence will not be required for the STATE'S award and execution of the construction contract.

6. CONSTRUCTION ENGINEERING

The STATE will provide construction engineering services for the PROJECT through STATE forces or a consultant selected by the STATE and approved by the COUNTY. If a consultant is retained, the STATE will execute and administer the contracts and works orders for construction administration services for the PROJECT. The reasonable and necessary costs of these services will be an eligible PROJECT expense.

7. PROJECT COSTS

The parties estimate the costs of design, construction engineering and construction of the PROJECT to be nine hundred seventy-three thousand dollars, (\$973,000), but payment obligations under this Agreement will be based on actual costs. The STATE will pay consultants and contractors for any PROJECT design, construction engineering, and construction costs and bill the COUNTY for ineligible PROJECT costs. The COUNTY will pay within 30 days of receipt of billing from the STATE.

8. WORK PERFORMED PRIOR TO AGREEMENT

It is understood and agreed between the parties that certain PROJECT work pertaining to this Agreement may have been performed by the consultant or contractor hired by the STATE before this Agreement was executed. Further, it was the intent of the parties that certain work be performed by the consultant or contractor and be paid for in accordance with this Agreement. In light of the foregoing, the parties to this Agreement ratify the acts of the consultant or contractor hired by the STATE which may have been performed during this period and agree to pay for these services in accordance with the terms of this Agreement.

9. STRUCTURE MAINTENANCE

Upon completion of the PROJECT, the COUNTY will be one hundred percent (100%) responsible for all work on the structure, including, but not limited to, any inspection, maintenance, repair, rehabilitation, and replacement.

10. REAL PROPERTY ACQUISITION

The COUNTY will obtain all right-of-way and other real property interests necessary for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987. The COUNTY will use unaltered STATE forms in obtaining right-of-way and other real property interests necessary for the PROJECT, unless alterations are approved in advance by the STATE.

11. UTILITY ADJUSTMENTS

The COUNTY will arrange for all needed utility adjustments as part of the PROJECT and certify prior to advertisement or letting that all right-of-way and utility adjustments and agreements are in place.

12. CONFLICT OF INTEREST

The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

13. INTERNAL REVENUE COMPLIANCE

The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

14. INTERNAL CONTROLS

The COUNTY certifies the COUNTY employs an effective internal control system.

15. SINGLE AUDIT ACT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

16. INDEMNIFICATION

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 the COUNTY'S performance 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. The COUNTY'S obligation to indemnify will survive termination or expiration of this Agreement.

17. CIVIL RIGHTS ACT

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 2016, incorporated in and attached to this Agreement as **Exhibit A**.

18. AMERICANS WITH DISABILITIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

19. AMENDMENTS

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.

20. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the federal government, Legislature and South Dakota Transportation Commission for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, the South Dakota Transportation Commission fails to allocate state highway funds, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement or reduce the Federal Funds or state highway funds paid under this Agreement. Termination or funding reductions for any of these reasons is not a default or breach by the STATE nor does it give rise to a claim against the STATE.

21. TERMINATION

The STATE may terminate this Agreement with or without cause. If this Agreement is terminated prior to completion of the PROJECT, the COUNTY will, within 180 days of termination of this Agreement, repay all Federal Funds and state highway funds expended on the PROJECT.

22. COMPLIANCE WITH LAWS

The COUNTY must 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 must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

23. GOVERNING LAW AND VENUE

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.

24. SEVERABILITY

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.

25. ENTIRE AGREEMENT

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 its subject matter.

26. EMPLOYEE STATUS

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.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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.

28. 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 or Council 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 B**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Codington County, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Joel M. Jundt</u>
Its: Chairperson	Its: Department Secretary
Date: _____	Date: _____
Attest:	
By: _____	
Printed Name: _____	

County Auditor/Clerk
(COUNTY SEAL)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**JOINT POWERS AND FUNDING AGREEMENT
FOR BRIDGE REPLACEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND CODINGTON COUNTY**

This Agreement is made and 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. The COUNTY will be responsible for acquiring, holding and disposing of all real property required in connection with this Agreement.

2. BACKGROUND:

- A. The STATE has limited federal and state funding available for the replacement of eligible local public agency bridges.
- B. The COUNTY has applied for Federal Highway Local Bridge Replacement Program funding ("Federal Funds") for the bridge replacement of structure number 15-178-160, project number BRF-B 4266(07), PCN 09M4, referred to in this Agreement as the "PROJECT."
- C. The Federal Highway Local Bridge Replacement Program provides Federal Funds for 81.95% of the actual total eligible costs of an approved bridge replacement project.

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement is effective upon execution by both parties and its term is perpetual.

4. PROJECT FUNDING AWARD

- A. The COUNTY is awarded Federal Funds for 81.95% of the actual total eligible costs of the PROJECT. The COUNTY is responsible for 81.95% of all expenses deemed by the Federal Highway Administration or the STATE to be non-participating or ineligible for Federal Funds. Ineligible expenses include, but are not limited to, real property acquisition costs, utility relocations, finished roadway surfacing (asphalt, gravel, or concrete), fencing, aesthetics, and off-site environmental mitigation and monitoring costs.
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5. DESIGN ENGINEERING SERVICES

The STATE will execute and administer the contracts and work orders for design engineering services for the PROJECT, which includes surveys, hydraulic analysis, and preparation of plans and specifications. The STATE will advertise, let to contract, award, and be the contracting party for the construction of the PROJECT. The

COUNTY'S concurrence will not be required for the STATE'S award and execution of the construction contract.

6. CONSTRUCTION ENGINEERING

The STATE will provide construction engineering services for the PROJECT through STATE forces or a consultant selected by the STATE and approved by the COUNTY. If a consultant is retained, the STATE will execute and administer the contracts and works orders for construction administration services for the PROJECT. The reasonable and necessary costs of these services will be an eligible PROJECT expense.

7. PROJECT COSTS

The parties estimate the costs of design, construction engineering and construction of the PROJECT to be three million six hundred ninety thousand dollars, (\$3,690,000), but payment obligations under this Agreement will be based on actual costs. The STATE will pay consultants and contractors for any PROJECT design, construction engineering, and construction costs and bill the COUNTY for ineligible PROJECT costs. The COUNTY will pay within 30 days of receipt of billing from the STATE.

8. WORK PERFORMED PRIOR TO AGREEMENT

It is understood and agreed between the parties that certain PROJECT work pertaining to this Agreement may have been performed by the consultant or contractor hired by the STATE before this Agreement was executed. Further, it was the intent of the parties that certain work be performed by the consultant or contractor and be paid for in accordance with this Agreement. In light of the foregoing, the parties to this Agreement ratify the acts of the consultant or contractor hired by the STATE which may have been performed during this period and agree to pay for these services in accordance with the terms of this Agreement.

9. STRUCTURE MAINTENANCE

Upon completion of the PROJECT, the COUNTY will be one hundred percent (100%) responsible for all work on the structure, including, but not limited to, any inspection, maintenance, repair, rehabilitation, and replacement.

10. REAL PROPERTY ACQUISITION

The COUNTY will obtain all right-of-way and other real property interests necessary for the PROJECT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended in 1987. The COUNTY will use unaltered STATE forms in obtaining right-of-way and other real property interests necessary for the PROJECT, unless alterations are approved in advance by the STATE.

11. UTILITY ADJUSTMENTS

The COUNTY will arrange for all needed utility adjustments as part of the PROJECT and certify prior to advertisement or letting that all right-of-way and utility adjustments and agreements are in place.

12. CONFLICT OF INTEREST

The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.

13. INTERNAL REVENUE COMPLIANCE

The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.

14. INTERNAL CONTROLS

The COUNTY certifies the COUNTY employs an effective internal control system.

15. SINGLE AUDIT ACT

The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.

16. INDEMNIFICATION

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 the COUNTY'S performance 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. The COUNTY'S obligation to indemnify will survive termination or expiration of this Agreement.

17. CIVIL RIGHTS ACT

The COUNTY will abide by the requirements of Title VI of the Civil Rights Act of 2016, incorporated in and attached to this Agreement as **Exhibit A**.

18. AMERICANS WITH DISABILITIES ACT

The COUNTY will perform under this Agreement in compliance with the Americans with Disabilities Act of 1990 and any amendments.

19. AMENDMENTS

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.

20. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the federal government, Legislature and South Dakota Transportation Commission for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, the South Dakota Transportation Commission fails to allocate state highway funds, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement or reduce the Federal Funds or state highway funds paid under this Agreement. Termination or funding reductions for any of these reasons is not a default or breach by the STATE nor does it give rise to a claim against the STATE.

21. TERMINATION

The STATE may terminate this Agreement with or without cause. If this Agreement is terminated prior to completion of the PROJECT, the COUNTY will, within 180 days of termination of this Agreement, repay all Federal Funds and state highway funds expended on the PROJECT.

22. COMPLIANCE WITH LAWS

The COUNTY must 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 must procure all licenses, permits, or other rights necessary for the fulfillment of its obligations under this Agreement.

23. GOVERNING LAW AND VENUE

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.

24. SEVERABILITY

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.

25. ENTIRE AGREEMENT

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 its subject matter.

26. EMPLOYEE STATUS

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.

27. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

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.

28. 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 or Council 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 B**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the COUNTY to enter into the same.

Codington County, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: <u>Joel M. Jundt</u>
Its: Chairperson	Its: Department Secretary
Date: _____	Date: _____
Attest:	
By: _____	
Printed Name: _____	

County Auditor/Clerk
(COUNTY SEAL)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the COUNTY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 November 2023.

Cash on Hand	\$9,189.65
Checks in Treasurer' possession less than 3 days	\$143,242.49
Credit Card Charges	\$17,662.00
Cash Items	\$367.55
TOTAL CASH ASSETS ON HAND	\$170,461.69

RECONCILED CHECKING	
Reliabank (Memorial Park)	\$1,583.90
Reliabank Dakota	\$406,628.44
INVESTMENTS	
SD Public Funds Investment	\$33,783,000.00

TOTAL CASH ASSETS	\$34,361,674.03
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GENERAL LEDGER CASH BALANCES:

General	\$23,806,141.46
General restricted cash	\$500,000.00
Sp. Revenue	\$7,985,622.62
Sp. Revenue restricted cash	
Custodial	\$2,069,909.95
Schools	\$ 1,103,261.55
Townships	\$ 57,295.11
City/Towns	\$ 270,547.28

TOTAL GENERAL LEDGER CASH	\$34,361,674.03
----------------------------------	------------------------

Dated this 1st day of December 2023


County Auditor

**AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
CODINGTON COUNTY
DATE: December 1, 2023**

CASH ON HAND IN TREASURER'S OFFICE

Silver and Pennies.....	\$121.65
Ones.....	\$308.00
Fives.....	\$540.00
Tens.....	\$410.00
Twenties.....	\$3,460.00
Fifties.....	\$150.00
Hundreds.....	\$4,200.00
Cash Items.....	\$367.55
Credit Card Charges.....	\$17,662.00
Checks.....	\$143,242.49
TOTAL CASH ON HAND	\$170,461.69

CHECKING ACCOUNT BALANCE:

<u>Reliabank (Memorial Park)</u>	\$1,583.90
<u>Reliabank Dakota</u>	\$406,628.44

INVESTMENTS:

<u>SD Public Funds Investment Trust</u>	\$33,783,000.00
-----------------------------------------	-----------------

OTHER ACCOUNT BALANCES: \$34,191,212.34

GRAND TOTAL CASH AND BALANCES: \$34,361,674.03

GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:

General Fund	\$23,806,141.46
General Fund restricted cash	\$500,000.00
Sp. Revenue Funds	\$7,985,622.62
Sp. Revenue Funds restricted cash	\$0.00
Custodial Funds	\$2,069,909.95

TOTAL GENERAL LEDGER CASH \$34,361,674.03

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

The sum of **\$30,535.20** in fees has been collected by me as Register of Deeds for NOVEMBER, 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 NOVEMBER, 2023

Ann Rasmussen

Register of Deeds

Subscribed and sworn to before me this 15th day of December 2023

Brenda Hanten

CERTIFIED BIRTHS

State Children's Fund (\$2.00)	\$ 166.00
County General Fund (\$5.00)	\$ 415.00
State EVRSS Fund (\$5.00)	\$ 415.00
State General Fund (\$3.00)	\$ 249.00
TOTAL	\$ 1,245.00

CERTIFIED DEATHS

County General Fund (\$5.00)	\$ 825.00
State General Fund (\$4.00)	\$ 660.00
State EVRSS Fund (\$6.00)	\$ 990.00
TOTAL	\$ 2,475.00

FILED

DEC 01 2023

CODINGTON COUNTY AUDITOR

Receipt Totals

By Date: 11/1/2023 12:00:00 AM - 11/30/2023 11:59:59 PM; Departments: All; Cash based.

Codington County

Friday, December 1, 2023 10:32 AM

Summary:

Receipt Item Totals

Document:	Paid	Charged	Debited	Total
Non Document:	\$24,123.50	\$905.00	\$0.00	\$25,028.50
	\$4,102.25	\$1,666.20	\$0.00	\$5,768.45
Subtotal:	\$28,225.75	\$2,571.20	\$0.00	\$30,796.95

Payment on Account Totals

Applied:	\$2,309.45
Refunded:	\$0.00
Unposted:	\$0.00
Net Posted:	\$2,309.45

Payments & Refunds

ACH:	\$18,087.50
Cash:	\$2,118.25
Check:	\$10,314.45
Money Order:	\$15.00
Total:	\$30,535.20

Revenue Account Activity

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00 Marriage License 1	\$120.00	\$120.00	\$0.00	\$0.00
101-0-341.21 Reg. Deeds Filing/Recording 2	\$7,475.00	\$6,835.00	\$640.00	\$0.00
101-0-341.22 Reg. Deeds Transfer fees 3	\$15,923.50	\$15,923.50	\$0.00	\$0.00
229-0-321.00 Domestic Abuse Marriage Lic. 6	\$360.00	\$360.00	\$0.00	\$0.00
726-0-209.00 Reg. Deeds Fees - State 8	\$2,480.00	\$1,700.00	\$780.00	\$0.00
101-0-341.29 Reg. Deeds Other Fees 4	\$2,721.70	\$1,932.25	\$789.45	\$0.00
250-0-341.21 M&P Relief ROD Filing/Rec 7	\$873.00	\$813.00	\$60.00	\$0.00
769-0-209.00 M&P Relief ROD Allocation 9	\$582.00	\$542.00	\$40.00	\$0.00
Total:	\$30,535.20	\$28,225.75	\$2,309.45	\$0.00

FILED

DEC 01 2023

Document #10

CODINGTON COUNTY AUDITOR

AMENDED
RESOLUTION 2023-....
CODINGTON COUNTY JUSTICE ADVISORY COMMITTEE CHARTER

I. The Committee will be called the Codington County Justice Advisory Committee, (hereafter referred to as “CCJAC”). It is created by the Codington County Board of Commissioners (hereafter referred to as “the Commissioners”) and will serve at the pleasure of the same. The Commissioners may amend this charter at their discretion.

II. Purposes

In light of the stated intent in the U.S. and South Dakota Constitutions to “establish justice,” the CCJAC, is created to advise the Commissioners concerning Codington County’s justice responsibilities.

- In light of South Dakota Codified Laws, 24-11-2 and 24-11-23, the CCJAC shall provide information and offer recommendations to the Commissioners regarding the, budget, and facilities of the Codington County Detention Center.
- In light of South Dakota Codified Laws 16-2-25, 16-5-22, 16-6-7 and 16-12A-29.1, the CCJAC shall provide information and offer recommendations to the Commissioners regarding facilities for the Circuit and Magistrate Court proceedings and related Court administration that take place in Codington County.
- In light of the complexity of the criminal justice process and factors that influence that process, the CCJAC shall:
 - Provide a forum for discussion of ideas to improve the criminal justice process and control the inmate population of the Codington County Detention Center
 - Facilitate awareness and coordination of community efforts to improve the criminal justice process and control the inmate population of the Codington County Detention Center
 - Provide information and offer recommendations to the Commissioners

III. Relationship of CCJAC to the Commissioners

The CCJAC shall offer recommendations and provide information relevant to the County’s justice responsibilities. The CCJAC has no authority to expend funds or to make decisions on behalf of the Commissioners. CCJAC action will not inhibit or hinder concerned individuals or groups from directly interacting with the Commissioners about criminal justice matters.

IV. Membership

Composition: The advisory committee shall consist of up to ~~ten~~ twelve members. Of these, up to seven members shall be voting members and shall include:

- up to four members of the public appointed by the Commissioners,
- two County Commissioners, to be appointed by the Commissioners,
- the County Sheriff, as an ex officio member. If necessary, the Sheriff may designate a Sheriff’s deputy or corrections officer to attend and vote at CCJAC meetings.

Up to ~~The three~~ five non-voting members ~~shall to~~ include:

- With the agreement of the 3rd Circuit Court, one Judge of the 3rd Judicial Circuit chambered in Codington County, as an ex officio member. The appointed Judge may designate another 3rd Judicial Circuit Judge or 3rd Judicial Circuit Administration official to attend CCJAC meetings on the appointed judge’s behalf.
- The County Chief Corrections Officer, as an ex officio member.

- The County State's Attorney, as an ex official member. The State's Attorney may designate a deputy State's Attorney to attend CCJAC meetings on the State's Attorney's behalf.
- Others appointed by the Board of County Commissioners.

Liaison with the City of Watertown: The City of Watertown is invited to designate up to two city council members as liaisons. These liaisons may participate in CCJAC meetings in a manner similar to non-voting members.

Term: A term of membership for the two County Commissioners and members of the public shall last for two years. Terms will begin on February 1st. At the end of the two-year term, the Commissioners may re-appoint serving committee members or appoint new members.

The appointment of appointed members shall be recorded in the minutes of the official proceedings of the Commissioners. The Commissioners shall appoint one of the two County Commissioners appointed to the CCJAC to serve as interim CCJAC Chairman to organize the first meeting of the term, during which the CCJAC officers will be elected by the CCJAC.

V. Organizational Structure

Officers: The committee will have a chair and vice chair, who are elected for one-year terms by the members of CCJAC. The CCJAC will also have a recording secretary elected for a one-year term by the members of CCJAC. The recording secretary need not be a CCJAC member. There are no limits on consecutive terms. Elections will be held at the first meeting of the new membership year.

Duties of Officers: The chair shall ensure that the committee complies with this charter and preside over committee meetings. The vice-chair shall fulfill the duties of the chair in the chair's absence. The recording secretary shall record and keep minutes.

VI. Procedural Rules

By-Laws: The committee will operate according to Roberts Rules of Order. The committee may adopt by-laws at its discretion to further govern committee operation. By-laws shall require that two-thirds of the appointed members of CCJAC vote to approve adoption or change.

Meetings: The committee will meet as needed. A quorum must be present in order for the CCJAC to vote on any matters. A quorum shall be a simple majority of appointed and ex officio voting CCJAC members. All meetings shall be public and shall be held in compliance with South Dakota public meeting laws (South Dakota Codified Law, Chapter 1-25). Notices of upcoming meetings will be communicated to members and to the public sufficiently in advance to allow members and the public to make plans to attend.

Minutes: Minutes of each meeting will be kept. Copies will be filed with the County Auditor and made available to the public in accordance with South Dakota public meeting laws.

Instructions to the CCJAC: When the Commissioners refer a specific question or issue instructions to the CCJAC, the Commissioners shall record such in the minutes of the official proceedings of the Commissioners.

Recommendations and Reports: Committee recommendations and reports shall be approved by a simple majority of CCJAC members present and will be submitted to the Commissioners and may be presented during the official proceedings of the Commissioners. Recommendations/reports shall be summarized in the minutes of the official proceedings of the Commissioners or attached to said minutes as written reports/recommendations. The Commissioners' reaction/response to such recommendations/reports shall

be recorded in the minutes of the official proceedings of the Commissioners. The Commissioners may attach written reactions/responses to the minutes of the Commissioners proceedings.

Tie votes: Should a CCJAC vote on a recommendation or report result in a tie vote, the text of the motion that was voted upon, and supporting information, will be provided to the Commissioners. The Commissioners shall decide how to proceed regarding the matter voted upon. The Commissioners may require a report that reflects both points of view on the motion that resulted in a tie vote.

Dismissal: Appointed members who are absent without reasonable cause from two successive meetings will be considered to have resigned their seat. The Commissioners will move to fill the position.

Compensation of members of the public: The Commissioners may decide to compensate members of the public for their service as members of CCJAC.

VI. Liability and Indemnification

Neither the CCJAC nor any CCJAC member shall be corporately or personally liable for decisions or recommendations made by the CCJAC. Codrington County shall indemnify the members of the CCJAC to the fullest extent possible allowed by law with respect to duties performed on behalf of the CCJAC and shall advance all expenses and other costs incurred by or on behalf of such persons in connection with any legal or other proceedings thereto, unless and until a final determination is made that the person has been found to have acted with negligence, gross negligence or willful misconduct with respect to such duties.

ACCEPTANCE AND AUTHORIZATION

Originally approved this 3rd day of February 2015, Amended December 27, 2017, October 1, 2019, November 17, 2020, and December 12, 2023.

Chairman

Attest:

County Auditor

REQUEST FOR PROPOSALS (RFP)
for Architectural Services
Codington County, South Dakota

Project Summary:

To address the current and future space needs of the Codington County Jail, Codington County is requesting proposals from qualified and licensed individuals/firms interested in performing architectural services for:

- Pre-design work (needed programming, space analysis and plan diagrams) to include various conceptual construction options for the current and future space needs of the Codington County Jail.
- Development of a site master plan.
- Site evaluation of up to four potential construction/remodel sites.
- Comparative analysis of options to include construction and operational cost estimates associated with various construction options for the current and future space needs of the Codington County Jail.
- Assistance in the selection of the best value option for Codington County
- Documentation of the results of the afore-mentioned work.
- Public awareness campaign services.

The information developed through this process will be used by the Board of County Commissioners (BoCC) to determine an option for meeting the justice facility space needs of the county. The BoCC anticipates that funding for the construction or remodel of jail facilities will require the passage of a bond referendum. The November 2024 general election may be an opportunity to propose a funding solution to voters. Holding the referendum during the general election would maximize voter turnout.

To assist in the process, the BoCC has appointed the Codington County Justice Advisory Committee (CCJAC). The CCJAC's basic task is to recommend to the BoCC a way to address the county's justice facility space needs. The firm or individual providing architectural services will work with the CCJAC and BoCC as it/he/she provides the requested services.

The firm or individual providing architectural services will, at a minimum, develop and analyze the following construction options:

- Option(s) for completely new construction on a new site
- At least one option that makes use of current county facilities.
- Options may involve relocation of other county offices.

In 2016, the CCJAC developed basic criteria to be used to evaluate construction options (at this link: <https://codington.org/wp-content/uploads/2014/12/Approved-Criteria-Matrix-v1.pdf>)* The firm or individual providing architectural services will work with the CCJAC and BoCC to sufficiently develop these criteria to evaluate constructions options. These criteria (adjusted for only jail needs) are summarized here in priority order:

- Screening Criteria:
 - Minimum size, configuration, and features based on analysis and 20-year projections
 - Expandability possible if size needs exceed projections
- Operational Cost – How much will it cost to operation the facility year-to-year?
- Design efficiency – How well does facility accommodate safe operations for jail staff & inmates.
- Ease of expandability – How easily can the facility be expanded?
- Project Cost – How much will it cost to upgrade/construct jail facilities?
- Adaptability – How easily can new technologies or new best practices be accommodated?
- Location – Proximity to court facilities. Considerations for law enforcement.

* The 2016 criteria reflect the fact that the county was addressing court space needs in addition to jail space needs. Since that time, the county has addressed court space needs.

Should the bond referendum pass, the architect selected from this RFP may be retained for some or all the following design services:

- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration.

Background Information and Expectations

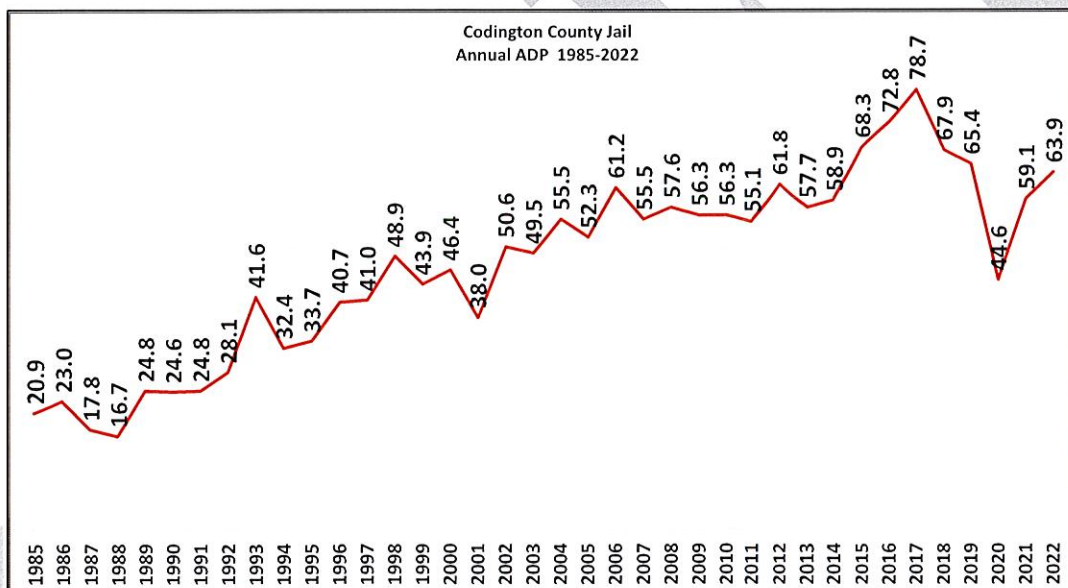
History – Codington County has proposed two bond referenda to fund justice space solutions. Below is brief chronology of the jail.

- 1974: Jail originally constructed in a linear design with 38 beds
- 1996: remodel added a wing with 14 added beds and a non-drive through sally port.
- 2004-2011 basement remodels added space for 44 beds bringing the total to 96 beds.
- November 2014
 - Amount requested from voters: \$35M.
 - Full justice complex to include court, jail (140 beds), sheriff spaces.
 - Cost estimate: <https://codington.org/wp-content/uploads/2014/12/2014-05-06-Citzns-Mtg-Materials-35-M-estimate-old-CH-options.pdf>.
 - Architects analysis and concept <https://codington.org/wp-content/uploads/2014/12/20141030-Facilities-Study-Presentation.pdf>.
 - Total votes cast: 8,778.
 - Votes needed to pass: 4,390.
 - Yes votes: 2,395 (27.3%), No votes: 6,383 (72.7%).
 - Additional votes needed to pass 1,995.
- June 2017
 - Amount requested from voters: \$18.75M.
 - Bonded funds would have paid for a 120-bed jail as describe at this link: <https://www.codington.org/wp-content/uploads/2018/10/Final-June-2017-Option.pdf>. Saved funds were adequate to remodel part of the existing courthouse for provide the needed court space.
 - Total votes cast 5,599.
 - Votes needed to pass: 2,800.
 - Yes votes: 2,728 (48.7%), No votes 2871: (51.3%).
 - Additional votes needed to pass: 72
- The follow resources provide a historical overview leading up to the 2017 bond referendum.
 - Slides at <https://codington.org/wp-content/uploads/2014/12/Codington-Justice-Facilty-Floor-plans-2015.pdf>
 - Video at <https://www.youtube.com/watch?v=jnIBd5wPhnY&t=85s>.

Needs Analysis

In preparation for the 2017 vote, the CCJAC obtained the expertise of consultants to assess justice facility space needs. The successful proposer will leverage this previous work to conserve the cost of additional analysis by utilizing the still pertinent information and updating only necessary elements.

- NIJO 2015 Report <https://codington.org/wp-content/uploads/2014/12/Codington-County-Facility-Review-051215-annotated.pdf>.
- For jail space needs, Mr. Bill Garnos projected the likely adjusted daily population of the jail twenty years into the future and recommended a jail bed count. Mr. Garnos also recommended the use of American Correctional Association (ACA) standards and assessed Codington County's current jail based on ACA standards.
 - The initial report is available on the CCJAC website at <https://codington.org/wp-content/uploads/2014/12/Final-Codington-Jail-Needs-Assessment-Report-Garnos.pdf>.
 - Most recent update (2018) is at <https://www.codington.org/wp-content/uploads/2018/02/20180131-Garnos-Report-UPDATE-as-of-Dec-2017.pdf>
- The chart below shows the average annual average daily population to include the years since Mr. Garnos' last update. The ADP thus far for 2023, averaging January through October, is 56.9.



- While the ADP was declining since a highpoint in 2017, the COVID period caused a dramatic dip. Despite this, the ADP still seems to fit at least one of the projection models in Mr. Garnos' study. Proposers may recommend updates to Mr. Garnos' study if they believe it's appropriate.
- Anecdotally, the jail staff and sheriff's department have observed that, while the ADP is lower than it was in 2017, the nature of the offenses for which defendants are incarcerated appears to be more violent.

In addition, the CCJAC discusses other aspects of justice facility needs, to include:

- Desired lifespan / expansion strategies to minimize the need for future construction well into the future. These can include both construction and programmatic strategies such as incarceration alternatives and diversion programs
- Needs of other county offices that may be affected (e.g. sheriff) in the process of jail or court construction
- Location options.
- Funding options.

Any individual/firm wishing to submit a proposal is strongly encouraged to view all of the reports and studies associated with the work of the CCJAC. These reports are available on the Codington County website located at codington.org under the tab "Justice Advisory Committee" located on the county's home page (<http://codington.org/codington-county-justice-advisory-committee/>). Individuals/firms are encouraged to review all of the documents on this page, especially focusing upon the reports under the "CCJAC Work" section. CCJAC minutes and older documents created prior to the existence of the CCJAC will also provide context.

Requirements for Submission of Proposals:

8 copies of the proposal must be received at the Codington County Auditor's Office no later than 4:00 p.m., on January 15th, 2016.

A. The proposal must include the following, but not exceed 20 pages:

- *Cover Letter*
- *Section 1* Identify your firm(s); include name, address, telephone number and name of the person to contact regarding this Request. (One Page)
- *Section 2* Organizational Chart: identify Team; disciplines, specific personnel and role of those who will be assigned to this project (One Page).
- *Section 3* Project Approach: describe your approach to this project, including; design, bidding, construction administration and close-out services. (Two Pages)
- *Section 4* Firm Capacity: Number of full-time licensed architects. Provide resumes and workload of those, listed in Section #2 above, who will be assigned to this project. (maximum one page per person)
- *Section 5* Detail your firm's Quality Control Process concerning design, document control and construction administration.
- *Section 6* Detail the litigation history of your firm, in its current or past names, with county clients within the last five years, including binding arbitration, whether initiated by yourself or clients. Are you a party to any pending litigation, or binding arbitration with a client? If yes, please list the plaintiff(s), the defendant(s), nature of the complaint(s) and disposition, if determined, of each case.
- *Section 7* Include a copy of your current proof of professional liability, or errors and omissions insurance. Have you had any claims on your professional liability insurance, or errors and omissions insurance in the last five years? If yes, please list the claimant, the nature of the claim(s) and final disposition of the claim(s) if determined.
- *Section 8* List your firm's and/or team personnel's recent experience up to the last five (5) similar projects you were involved with. At a minimum provide; Project size (courtroom number, jail bed number and project cost), location, date of vote, outcome and owner reference. Include the engineering and/or other services not readily available directly from the lead firm required to accomplish the total project. (maximum one page per project)
- *Section 9* Please describe what it is that makes your firm the uniquely qualified, to design Codington County's Court and Jail facilities.
- *Section 10* Availability: When is the organization/firm available to begin work on the project?
- *Section 11* Cost summary: Provide an estimate of the number of hours, cost per hour of key personnel, and a final cost for the proposed work described in the Project Summary. Note that this request for proposals is not a bid and the lowest cost estimate will not necessarily be selected. However, it is a consideration in the overall ranking of the proposals that are received.

B. Proposals should be submitted in a sealed envelope, marked "**Jail Project Architect RFP**", and addressed to:

Name: Lee Gabel, Commissioner c/o Codington County Auditor
Address: Codington County Courthouse
14 1st Ave. SE
Watertown, SD 57201

- C. Submittals **must** contain a manual signature of an authorized representative of the proposing firm.
- D. Questions concerning the request for qualifications or the selection process or requests to view the present facilities should be directed to Lee Gabel, Commissioner, who can be reached at (605) 880-1278. E-mail address dlee.gabel@codington.org. Contact can also be made through the County Auditor as (605) 882-6297
- E. Submittals received prior to the time of opening will be secured unopened. The Commission will open all submittals on or after the specified time. **No** submittal received after the scheduled receipt time will be accepted.
- F. The BoCC will **not** be responsible for the premature opening of a submittal not properly addressed and marked on the outside of the envelope/package.
- G. Submittals received after the scheduled time will be marked "**TOO LATE**" and will be returned unopened to the vendor.
- H. The CCJAC/BoCC will review the submittals and may invite some or all firms to make an oral presentation to the BoCC and designated representatives, at a future date.

Terms and Conditions

- A. The BoCC reserves the right to recommend or reject any submittal in the best interest of the County.
- B. The BoCC reserves the right to recommend the award of the contract to the next most qualified firm, if the successful firm does not begin the contracted services within the prescribed thirty (30) days.
- C. In the event that a contract cannot be negotiated with the first firm, the BoCC reserves the right to negotiate with the next qualified firm(s) until a contract can be reached.
- D. The BoCC reserves the right to waive irregularities in the RFP responses in order to ensure obtaining the most qualified services.
- E. The successful firm shall not discriminate against any person in accordance with federal, state, or local laws.

Selection Criteria The following criteria will be used for selection (criteria 1 to 4 are generally based on SDCL 5-18D-18):

1. Project approach and understanding of the requirements of this project as evidenced by the proposal content and familiarity with Codington County's unique situation.
2. Experience and qualifications of the firm and individuals that would be available and assigned to the project.
3. The firm's record of past performance, including price and cost data from previous projects, demonstrated technical competence, quality of work, ability to meet schedules, cost control (despite special project constraints), and contract administration"
4. Proposed project management techniques as demonstrated by the proposed approach and methodology to meet the project requirements
5. Estimated cost to perform the work.

The selected individual/firm will be expected to enter into a formal contract with Codington County for the provision of the architectural services. The final contract will be determined through negotiations between Codington County and the selected individual/firm using the proposal submitted as a basis for negotiations.