

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, May 28, 2024

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the May 28, 2024, agenda
5. Action to approve the May 21, 2024, minutes of the Board of Codington County Commissioners
6. Opening of bids for Codington County Extension Parking Lot project; and possible action to award bids
7. Monthly Reports
 - a. Emergency Management
 - b. Sheriff
8. Action to approve out of County inmate contract
9. Action to authorize chair to sign MOU with Hamlin County for Veteran Services
10. Action to approve plat resolution
 - a. Ben Schleusner Addition (Kranzburg (S) Township)
11. Action to authorize chair to sign Amended Contract for E-911 Service (2024)
12. Discussion/possible action to enact a burn ban resolution
13. Action to approve abatement applications
14. Action to approve claims for payment
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
19. Old Business
20. New Business
21. Open
 - a. Public Comments
 - b. Commission Comments

22. 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)**

23. 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**

May 21, 2024

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, May 21, 2024, at the Codington County Court House. Commission members present were: Lee Gabel, Charlie Waterman, Myron Johnson, Troy VanDusen and Randall Schweer; Chair Schweer, presiding. The pledge of allegiance was led by Commissioner, Schweer.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by VanDusen, second by Gabel, to approve the agenda for May 21, 2024, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Gabel, to approve the minutes of May 14, 2024; all voted aye; motion carried.

MONTHLY REPORTS

Highway Superintendent, Rick Hartley, updated the Board: the load limits came off April, 30th; started summer hours on April 29th, the hours are 7:00 a.m. to 5:30 p.m., Monday through Thursday; the guys are still crack sealing and should finish this week; the guys are checking the asphalt roads for break ups that will need to be repaired; will start stock piling pea rock for the chip seal project that will begin in June, one of the areas used to stock pile pea rock a beaver plugged the culvert and flooded the road, the GFP is helping with that issue; chip sealing county roads on the west side of the county as follows – County Road 27, 437th Ave. from Henry to the north county line, County Road 23, 442nd Ave. south of Tinkertown to south county line, County Road 10 170th St. west of Memorial Park, County Road 19, 448th Ave. north of Memorial Park to State Hwy 20, County Road 8, 168th St. west of Kampeska Lodge; Codington County has been reimbursed from the state for the ER project on County Road 6 by Waverly last summer, in the amount of \$80,000.00; the paving project will start in June on County Road 23 that wasn't able to be completed last year due to the weather; on County Road 4 west of Florence the water is a couple feet from the top of the road, have started looking into the process of pumping the water down a couple of feet. have talked to IMEG engineering on this issue; the DOT came out with a program for rumble strips and edge line rumble strips and submitted to have County Road 6A and 23-4 in to have edge line rumble strips done, this road travels west from Hwy 20 five miles by Medicine Lake and turns into County Road 23 to US Hwy 212, there is no cost to the County for this project and is 100% Federal Safety Funds to be used for this project; the part-time person has started for the summer taking care of the grounds and cleaning the shop; main street in Florence needs to be paved which the cost estimate came in at \$172,500.00 which isn't a budgeted item so will add this to next year's budget, patching around the fire hydrants in this area need to be done at a estimated cost of \$16,000.00 which will get done this year; there is an update to the driveway application that will now need to be used and followed when adding approaches. **Facility Manager, Steve Molengraaf**, updated the board: Ag. Building – events for the next month will include meetings, auctions and the Primary Election, staff have set posts and made a hood to protect the AC units on the west side of the south expo building, the handicap spots have been moved into the parking lot that previously were against the building, they were moved due to safety concerns of the possibility of backing into pedestrians by the entrance of door H; Court House – contractors are progressing very well on the cooling system of the HVAC project in the courthouse and detention

Codington County, 21 May 2024

center, the new chiller is up and running in the courthouse; Detention Center – contractors are continuing with the HVAC ductwork portion throughout the detention center with completion of cooling in mid to late July, boilers have been removed from the detention center, with heat piping to begin this week; Park – the park is full for the Memorial Day Holiday with the exception of a couple tent spots, 594 online and 59 off-line reservations have been made with \$56,259 reservation sales and \$192 POS sales as of May 19th, 2024; Weed – equipment is nearly ready for the season, expecting to start with some spraying in the next week, with ramping up in full force in June, the annual spring, “The good, the bad and the similar week identification tour” will be held near the Estelline area on June 12th from 10-3; WNV – requested \$6,000 for the WNV Grant, will be late June before knowledge of approval. Working on 2025 budgets.

DIRECTOR OF EQUALIZATION OFFICE APPRAISER I APPRENTICE JOB DESCRIPTION

Motion by Gabel, second by VanDusen, to approve a job description for the position of Appraiser I Apprentice in the Director of Equalization Office; all voted aye; motion carried.

DIRECTOR OF EQUALIZATION OFFICE APPRAISER I APPRENTICE POSITION VACANCY

Motion by Johnson, second by VanDusen, to authorize Director of Equalization, Shawna Constant, to hire an Appraiser I Apprentice position to fill a vacancy, Human Resource Representative, Natalie Remund, appeared before the Board to request to advertise this full-time position; all voted aye; motion carried.

JUNE 4TH MEETING DATE

Motion by Johnson, second by Waterman, to meet on June 6th, due to the need to canvass the votes and select the precincts and races for the post-election audit of the 2024 Primary Election; all voted aye; motion carried.

MEMORIAL DAY HOLIDAY

The Board noted the Court House and all County offices will be closed on Monday, May 28th, 2024.

BURN BAN

The Board decided there was no need to enact a burn ban at this time and to leave it on as an agenda item.

CLAIMS

Motion by Gabel, second by Johnson, to approve the following claims: Election Systems & Software, \$1,712.10, election supplies, Auditor’s election budget; HealthEquity \$69.00, monthly admin. fees, Commissioners; Watertown Public Opinion \$886.04, publications; all voted aye; motion carried. Motion by Gabel, second by Waterman, to approve a claim in the amount of \$23,772.12, payable to the City of Watertown for March 911 surcharge collections; Gabel, Johnson, Schweer and Waterman, voted aye; VanDusen was recused; motion carried.

TRAVEL REQUESTS

Motion by VanDusen, second by Gabel, to approve the following travel request: Community Services Office, to attend a conference; all voted aye; motion carried

OPEN

Commissioner VanDusen, reported to the Board the Commissioner Schweer and himself will be meeting with representatives from the City of Watertown in regard to 31st Street.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Gabel, to adjourn at 9:38 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 \$_____

**AGREEMENT TO HOUSE ADULT PRISONERS
AT THE CODINGTON COUNTY DETENTION CENTER**

THIS AGREEMENT, Made and entered into this 1st day of March , 20 24 , by and between the County of Codington, State of South Dakota (hereinafter referred to as "Codington County"), and the County of Kingsbury, State of South Dakota (hereinafter referred to as "Contracting County").

WHEREAS, The Codington County Sheriff's Office operates the Codington County Detention Center (hereinafter referred to as "Detention Center") for adult prisoners placed in detention; and

WHEREAS, Contracting County desires to house and maintain its adult prisoners and detainees at the Detention Center; and

WHEREAS, Codington County and Contracting County desire to enter into an Agreement whereby Contracting County's detainees are housed and maintained at the Detention Center pursuant to SDCL 24-11;

NOW, THEREFORE, Codington County and Contracting County, by and through their respective County Commissioners, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

That Codington County agrees to receive, house, and maintain the adult prisoners of Contracting County pursuant to the terms of this Agreement.

II.

That, in consideration therefor, Contracting County agrees to pay to Codington County the sum of One Hundred and Thirty Dollars (\$130.00) for each day that Codington County houses and maintains an adult prisoner for Contracting County.

III.

That Contracting County agrees to pay Codington County the sum of One Hundred and Thirty Dollars (\$130.00) per day for each and every day or partial day a prisoner of Contracting County is incarcerated and housed in the Detention Center. Contracting County may not be billed for two (2) days when a prisoner is admitted to the Detention Center after the hour of noon on one day and released before noon the following day. Codington County may bill for the day of admission or the day of release, but not both. Payment by Contracting County shall be made on a monthly basis.

IV.

That Codington County understands and agrees that it will provide medical and dental care for detainees of Contracting County, provided, however, that Contracting County agrees to pay directly to the provider the entire expense of all medical or dental care, including, but not limited to, transportation to and from medical and dental facilities, hospital expenses, drug expenses, physician fees, and any other necessary and proper expenses arising out of required medical or dental care. Contracting County further understands and agrees that the determination as to whether or not medical and dental care is necessary is left to the sole discretion of the Codington County Sheriff's Office. At the request of Contracting County, Codington County will transport detainees of Contracting County to medical or dental appointments. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service.

V.

That Contracting County herein agrees to assume all responsibility for transporting prisoners to the Detention Center as its expense and to provide transportation for prisoners to and from Court at its expense. At the request of Contracting County, Codington County will transport detainees of Contracting County to Court appearances in Codington County. Contracting County agrees to pay Codington County a fee of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour, with a minimum one-hour charge, for this service. Contracting County further agrees to assume responsibility for making suitable arrangements for bond or release from the Detention Center of those prisoners of Contracting County held by Codington County. Contracting County further agrees and understands that it is the responsibility of Contracting County to know when its prisoners held in the Detention Center are to be in Court.

VI.

That Contracting County herein further agrees that all detainees of Contracting County housed in the Detention Center are subject to the Policy and Procedures Manual of Codington County and any and all State standards that may be forthcoming from the South Dakota legislature or other authorized committee or agency of the State of South Dakota.

VII.

That Contracting County herein further agrees and understands that Codington County can house a limited number of prisoners. Codington County reserves the right to make the sole determination of whether or not there is space available at the Detention Center. Contracting County further agrees that if Codington County does not have space available for prisoners of Contracting County, it will be the responsibility of Contracting County to notify the sentencing Court to make whatever arrangements are necessary to insure compliance with the Court Order, or arrange other facilities.

VIII.

Within 24 hours after notice has been received, Contracting County agrees to remove any inmate housed for their county in the Detention Center that the Codington County Sheriff believes cannot be safely held in the Detention Center due to the inmate's mental or physical condition or any inmate who may pose a security risk for the Detention Center or its employees.

IX.

That Contracting County fully agrees and understands that Codington County may refuse to take any detainee of Contracting County at the sole discretion of Codington County.

X.

That Contracting County agrees to indemnify Codington County and hold Codington County harmless from all claims, demands, or judgments against Codington County by detainees held for Contracting County for all claims, demands, or judgments for allegations of, but not limited to, the following: false arrest, false detention, inadequate facilities or any civil rights violation. Contracting County also agrees to pay all legal costs in defense of Codington County as a result of litigation against Codington County by detainees of Contracting County for the above claims, demands or judgments.

Codington County agrees to assume all liability for any claims resulting from negligent hiring or personnel, or negligence of any of its employees in the care for detainees of Contracting County and shall hold Contracting County harmless thereon.

XI.

That the parties to this agreement herein fully agree that Codington County may cancel this agreement by giving thirty (30) days notice to the Auditor of Contracting County. Said notice shall be sent by certified or registered mail. Contracting County herein agrees it shall have no claim or claims of any kind or nature against Codington County for Codington County's cancellation of this agreement. Contracting County further agrees that should Codington County decide by action of the County Commissioners of Codington County to alter terms and conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be made known to Contracting County by certified or registered mail to the County Auditor of Contracting County. Contracting County herein agrees and understands that said alteration or change in this written contract shall commence and take full force and effect thirty (30) days after notice is received by Contracting County unless other agreement is reached between the parties to this agreement.

XII.

That the parties to this agreement specifically agree that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by Codington County at the County Auditor's office. The parties to this agreement do further agree that

this agreement constitutes the complete understanding and agreement of the parties hereto, and that no other oral agreements have been made that are binding upon the parties hereto.

XIII.

That Contracting County herein agrees to provide copies of the necessary authorization to hold a detainee. The authority to hold shall be an order of the Court, together with the signature of the officer delivering said detainee of a form entitled Custody Authorization. Said paperwork is the consent of Contracting County for Codington County to bill Contracting County under the terms and conditions of this agreement and subjects both parties to any other terms and conditions of this agreement, State law, Policy Manual, or future addendum or modification of this agreement.

Codington County reserves the right to reject any detainee delivered without adequate authorization from Contracting County.

Dated this _____ day of _____, 20__.

CODINGTON COUNTY

Chairman, County Commission

ATTEST:

County Auditor

Dated this 6th day of February, 2024.

KINGSBURY COUNTY

Cory Lundquist
vice Chairman, County Commission

ATTEST:

Echo Steffensen
County Auditor



Schleusner Plat

Ben Schleusner Addition in the Northeast Quarter, Section 18 Township 116
North, Range 51 West of the 5th P.M., Codington County, South Dakota

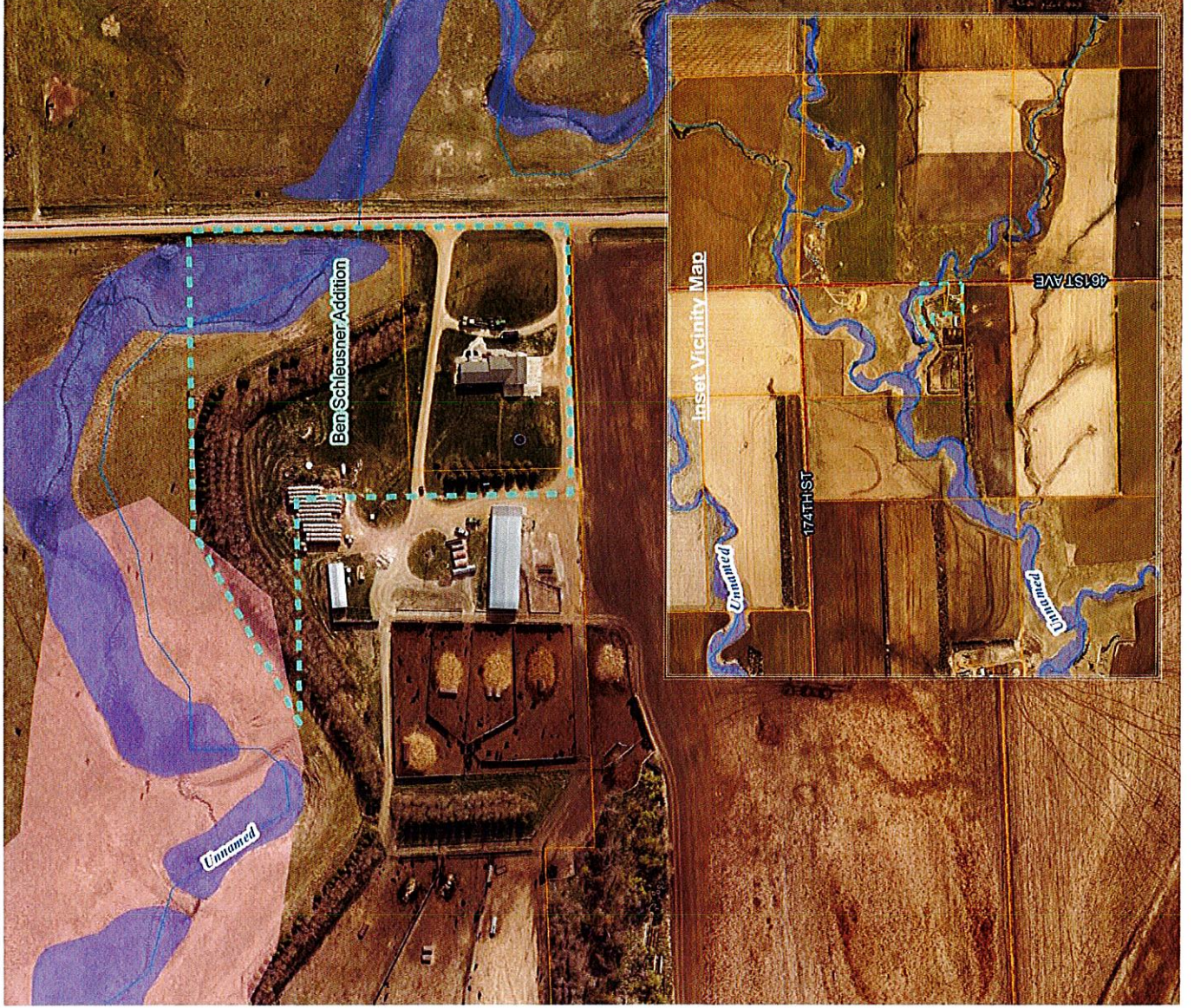
Plat Approval



Schleusner Conditional Use Permit: Existing Farmstead Exemption (B)

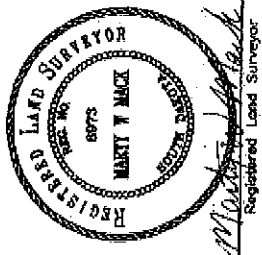
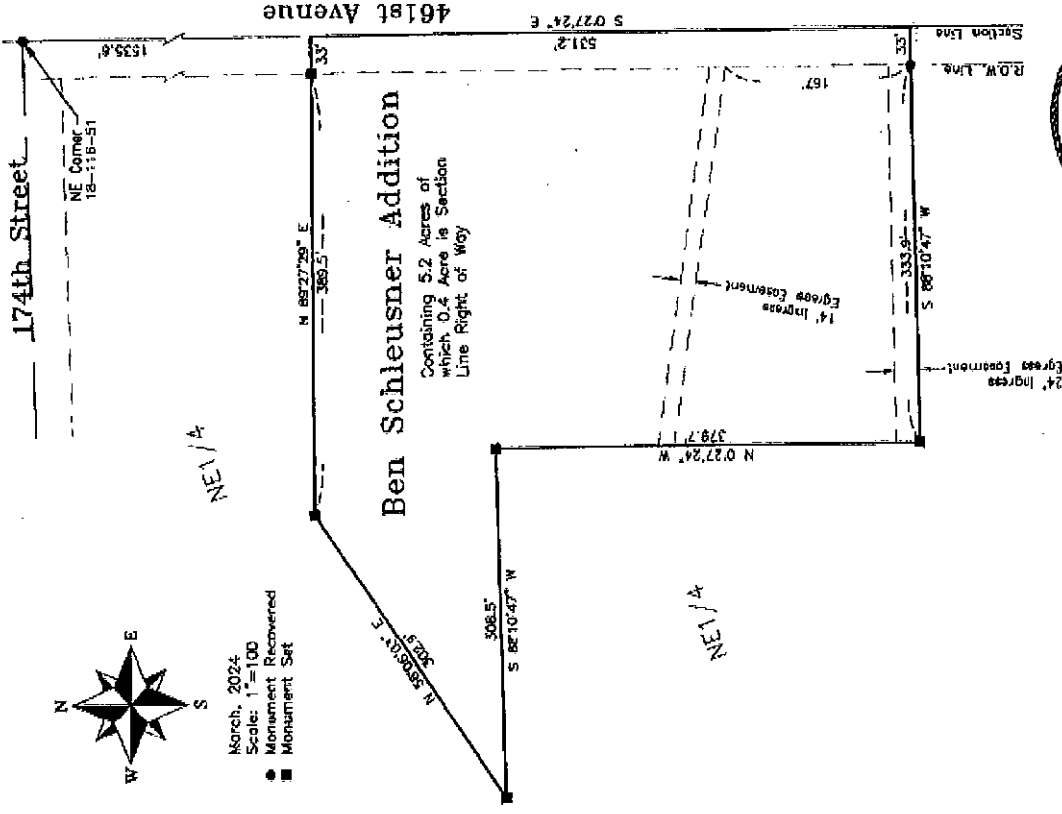
Legend

- Concrete Road
- Asphalt Road
- Gravel Road



Ben Schleusner Addition

Located in the Northeast Quarter of Section 18,
Township 116 North, Range 51 West of the 5th
P.M., Codington County, South Dakota.



MARY MACK
Registered Land Surveyor
Professional Land Surveyor

Land Surveying LLC

Cell: (605) 860-5108 • Phone: (605) 878-2017
806 South Maple • Watertown, SD 57201
macklandsurveying@gmail.com

AMENDED CONTRACT FOR E-911 SERVICE (2024)

WHEREAS, Codington County, South Dakota (“Codington County”), recognizes the need for efficient and consolidated E-911 service and for specific Public Safety Answering Point (PSAP) service; and

WHEREAS, Codington County desires to obtain said service through the E-911 and PSAP system operated by the City of Watertown, South Dakota (“City of Watertown”), by and through its Police Department (the “Watertown Police Department”); and

WHEREAS, SDCL 1-24-8 authorizes the City of Watertown and Codington County to enter a contract for the provision of such service; and

WHEREAS, the City of Watertown agrees with Codington County to provide E-911 and PSAP service to the citizens and persons within Codington County, for and on behalf of Codington County, on the following considerations stated herein, it is AGREED by and between the City of Watertown and Codington County, as follows:

1. **TERM OF CONTRACT.** This contract shall run for a term of six months commencing on July 1, 2024 and ending at midnight on December 31, 2024, provided, however, that the commencement and continuation of service to be provided by the City during such term shall be in conformance with the hereafter provided terms and provisions.
2. **FEE FOR SERVICE.** In consideration for the services to be provided by the Watertown Police Department, Codington County agrees to pay to the City of Watertown monthly payments due within ten (10) business days of receipt of funds from the South Dakota Department of Public Safety each month of this agreement. The amount to be paid during each year of this agreement will be based upon a percentage of the revenues received by Codington County from the E-911 telephone surcharge distributed by the South Dakota Department of Public Safety.

- July, 1 2024 – December 31, 2024 – 100% of Surcharge Revenue

If at any time during the life of this agreement the South Dakota Legislature alters state law in such a way that allows Codington County to levy a higher E-911 telephone surcharge than the present \$2.00 per line, the payments due under this contract will be renegotiated; but under no circumstance will such negotiation result in the City of Watertown receiving less than 95% of the E-911 telephone surcharge distributed to Codington County.

Payments shall be delivered by the due date to the City of Watertown Finance Office, P.O. Box 910, Watertown, SD, 57201.

The parties acknowledge that the charge is not based on the number of telephone service lines in Codington County or on the number of persons within Codington County actually receiving E-911 service.

3. CODINGTON COUNTY REPOSNSIBILITIES. As a condition of the agreement of the the City of Watertown to provide the E-911 and PSAP service as contemplated by this agreement, Codington County shall:

A. Provide at its sole expense all requisite telephone and radio links and connections to the Watertown Police Department. Failure of Codington County to accomplish the foregoing to the satisfaction of the Watertown Police Department shall excuse the City of Watertown and the Watertown Police Department from its duty to provide such service according to the terms of this agreement.

B. Provide to the City of Watertown, a continuously current list of contact pager numbers or telephone numbers to the public safety and/or emergency service contact points or persons within Codington County, who shall be notified by the City of Watertown upon receipt by the Watertown Police Department of an E-911 call from within Codington County. The list of contact numbers shall be in writing, with the list certified to as true and correct by such Codington County official as the commissioners of Codington County shall designate to so certify such list on behalf of Codington County. Codington County shall notify the City of Watertown of any pending change or modification to the list of emergency service contact numbers in advance of the effective date and time of such change or modification, at least three (3) working days prior to the effective date and time of such change or modification. The notice of change or modification of emergency service contact number shall be in writing, and shall specify the exact effective date and time of the pending change, and shall be certified to the City of Watertown in the same manner as above provided. The City of Watertown shall be entitled to rely on the list of emergency service contact numbers as shall be provided to the City by Codington County. The City of Watertown shall have no responsibility for the correctness and accuracy of the list of contact numbers provided to the City by Codington County. Codington County shall recertify the current accuracy and correctness of the list of contact numbers annually. The certified list of contact numbers and any and all changes, updates, shall be provided to the Chief of Police of the City of Watertown at the address and/or fax number provided in paragraph 6, hereto, and to such other person within the Watertown Police Department as the Chief may designate for that purpose. The City of Watertown shall acknowledge receipt, in writing by mail or fax, of all such notices of Codington County in respect to the public safety and emergency service agency contract telephone number list. No notice from Codington County to the City of Watertown in respect to the emergency service contact telephone number list shall be deemed received by the City of Watertown until and unless Codington County shall have received from the City of Watertown the acknowledgment of receipt of the same, as provided herein.

C. Remit the surcharges as herein provided.

4. SERVICES TO BE PROVIDED BY CITY OF WATERTOWN. The City of Watertown, through its Police Department, shall:

- A. Provide telephone, radio, recording, and computer equipment necessary for E-911 telephone connection completion at the location of the Watertown Police Department in the City of Watertown, South Dakota.
- B. Provide monthly activity reports relevant to Codington County as shall be deemed appropriate by the City of Watertown, Chief of Police.
- C. The City of Watertown, at the Watertown Police Department, will answer all incoming E-911 calls coming in to the Watertown Police Department from Codington County, and will:
 - (1). Relay notification of request for emergency services and/or other applicable information received by E-911 call from within Codington County to the appropriate Codington County public safety and/or emergency service agency, by means of radio, pager system, or a current 7 digit emergency telephone number of the public safety contact agency, as shall be appropriate to the individual circumstance, according to the certified list of contact numbers provided by Codington County. The parties agree that in any case, notification to the Codington County Sheriff or any Codington County deputy sheriff shall constitute completed relay of notice and information under this agreement.
 - (2). Acknowledge receipt of such relayed request for emergency services and/or applicable information from the responding units of the appropriate public safety agency. The City of Watertown and/or the Watertown Police Department shall be obligated to provide support services beyond notification and receipt or acknowledgment of notification to include NCIC, NLETS, status of units, or any other legitimate law enforcement purpose in support during and through completion of the 911 event.

5. GENERAL PROVISIONS.

- A. The City of Watertown will not have operational control or authority over any Codington County public safety agency, their agents, officers, employees or volunteers or emergency service units for support services.
- B. Security or fire alarm terminations or notifications at Watertown Police Department will not be permitted or accepted via 911- telephone service connection.
- C. Codington County agrees that it shall indemnify and hold harmless the City of Watertown including its agents, representatives, and employees,

from and against all claims, damages, losses and expenses resulting from any negligent act or omission of Codington County's agents, representatives or employees, and from any discontinuation of service due to circumstances beyond the City of Watertown's control.

- D. Nothing contained herein shall prevent or inhibit the Watertown Police Department and Codington County, and/or any public safety or emergency Service agency within Codington County, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement.
- E. The City of Watertown shall not be responsible under this agreement for providing any emergency service within Codington County. No provision of this agreement shall be interpreted so as to impose any responsibility upon the City of Watertown for providing any emergency service within Codington County. This provision shall not prevent the City of Watertown or any of its public safety or emergency service agency from providing emergency assistance to Codington County or any agency or governmental subdivision within Codington County, to the same effect as such emergency assistance may be provided outside of this agreement.
- F. Codington County agrees that this contract only provides for E-911 service. It agrees that upon request of the City of Watertown, it shall provide to all of the addressed properties within its boundaries written explanation of the limited service options available.

6. OFFICIAL NOTICES.

- A. All official written notices required to be provided by the City of Watertown to Codington County shall be given to the following person (s) at the following address (es) or fax site (s):

TELEPHONE NO. _____
FACSIMILE NO. _____

And

TELEPHONE NO. _____
FACSIMILE NO. _____

- B. All official written notices required to be provided by Codington County to the City of Watertown shall be given to the following person (s) at the following address (es) or fax site (s):

Tim Toomey
Chief of Police

Watertown Police Department
128 N Maple
Watertown, SD 57201-3653
(605) 882-6210 Phone
(605) 882-6216 Fax

AND

Ryan Remmers
Assistant Chief of Police
Watertown Police Department
128 N Maple
Watertown, SD 57201-3653
(605) 882-5621 Phone
(605) 882-6216 Fax

- C. The person and address to which any such notice is required to be given may be changed by either party, by giving written notice to the other party of such change, as provided herein.
7. **AMENDMENT TO CONTRACT.** This contract may only be amended upon authorization of the respective governing bodies of the each of the parties hereto as provided by law.
8. **TERMINATION.** Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination, Codington County shall be obligated to pay the City of Watertown all charges, which shall accrue under this contract to the termination date. Should Codington County default in the payment of the charges payable to the City of Watertown as herein provided, then the City of Watertown may discontinue service and terminate this agreement; provided however that service shall not be terminated unless the City of Watertown shall first give notice of such default to Codington County, and Codington County shall not have cured such default within 30 days of such notice.
Termination of service by the City of Watertown in the event any such default is not timely cured shall not operate as a waiver or release of Codington County from any claims the City of Watertown may have against Codington County for breach of contract, or for any other resultant cause of action.
9. **CONTRACT BETWEEN GOVERNMENT ENTITIES.** Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the City of Watertown to any person who may be affected by the performance or non-performance by the City of Watertown under this agreement. This agreement is solely between the respective governing entities of the City of Watertown and Codington County, as is authorized and provided by law. The obligations and duties of the City of Watertown hereunder are solely contractual with Codington County.

10. IMMUNITIES. The City of Watertown expressly reserves all immunities and defenses available to it and/or its agents, representatives, and employees. The City of Watertown does not waive any defense or immunities otherwise available by entering into this agreement.
11. FORCE MAJEURE. The term force majeure as employed in this contract will mean any event that prevents the ongoing use and operation of the E-911 service described herein, including acts of God, strikes, lockouts, acts of terrorism, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome. A force majeure shall give rise to a termination of this Contract without any penalty or liability therefore.

This agreement is approved and authorized by the respective governing bodies of the parties hereto in conformance with SDCL 1-24-8.

Codington County:

Codington County Commission
Chairperson

Attest:

Codington County Auditor

City of Watertown:

Chief of Police

Watertown City Manager

Attest:

Watertown Finance Officer

Date of Contract Signing

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Codington County Public Health Office

Name of traveling employee _____

Employee title _____; Employee status exempt ___ nonexempt x

Purpose of travel Northeast all staff regional meeting

Method of transportation State car with other state employees

Destination _____

Departure date and time _____ Destination arrival date and time _____
9:45am

Return departure date and time _____ Return arrival date and time _____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) lunch meal
reimbursement. _____

Lodging expense none

Meals lunch \$14.00 Registration _____

Other costs none

Overtime costs involved in the requested travel none

Can the traveling employee's hours be flexed to reduce or eliminate overtime costs? _____

Yes x No _____ If no, why _____

Is this travel a budgeted item? Yes _____ No x (funds can be used for surplus for other
line item if needed) _____

County Commission

Travel request approved: yes _____ no _____ Comments _____

Commission Chairman, _____ Date _____