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, August 25, 2026

1. **Pledge of Allegiance**
2. **Call for public comments. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297**
3. **Conflict of interest items**
4. **Action to approve August 25, 2026, agenda**
5. **Action to approve August 18, 2026, minutes of the Board of Codington County Commissioners**
6. **Monthly Reports**
   a. **Emergency Management**
   b. **Sheriff**
7. **Action to participate in the Local Emergency Management Performance Grant program**
8. **Discussion/possible action for downpayment of $15,834.14 to Team Lodge for initiating the build of Joint Command Post Trailer from Homeland Security grant funds**
9. **Discussion/possible action to approve the addition of William Bulfer to the Codington County Search and Rescue Team**
10. **Discussion/possible action to allow Community Services office to apply for Emergency Solutions grant from South Dakota Housing Authority**
11. **Discussion/possible action to renew current Connect Care MSP to the new Two Trees MSP program**
12. **Note petition to refer Ordinance #83 has been filed, signatures verified, State's Attorney explanation completed and will appear on November 3rd, 2026, General Election**
13. **Note office closures on Labor Day, Monday September 7th, 2026**
14. **Action to approve abatement applications**
15. **Action to approve claims for payment**
16. **Action to approve automatic budget supplements**
17. **Action to approve personnel changes**
18. **Action to approve travel requests**
19. **Public Notices – a possible quorum of Commissioners could be in attendance at:**
20. **Old Business**
21. **New Business**
22. **Open**
    a. **Public Comments**
    b. **Commission Comments**
23. **Action to enter into Executive session pursuant to SDCL 1-25-2**

(1) Discussion of personnel issues (SDCL 1-25-2(1))
(2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(2))

(3) Preparing for contract negotiations or negotiating with employees or employee representatives (SDCL 1-25 2(3))
(4) Discussion of pricing or marketing strategies when public disclosure may harm the competitive position of the county owned business (SDCL 1-25-2(4))
(5) Discussion of information pertaining to the protection of public or private property (SDCL 1-25-2(5))

24. 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

August 18, 2026

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, August 18, 2026, at the Codington County Court House. Commission members present were: Lee Gabel, Tyler McElhany, Myron Johnson, Randall Schweer, and Troy VanDusen; Chair VanDusen, presiding. The pledge of allegiance was led by Commissioner Tyler McElhany.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

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

AGENDA APPROVED

Motion by McElhany, second by Gabel, to approve the agenda for August 18, 2026, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by Johnson, second by Schweer, to approve the minutes of August 11, 2026; all voted aye; motion carried.

2026 BRIDGE INSPECTION OVERVIEW

Mark Junker, P.E., and Josh Olson, Banner Associates, Inc., met with the Board to review the 2026 Bridge Inspection report. Mr. Junker and Mr. Olson, noted the bridges discussed in this overview, in Codington County, are 20' or longer and federal requirements mandate that these bridges be inspected every 2 years at minimum. The SDDOT pays 80% of inspection costs and the County pays 20%. Codington County currently has 42 bridges on the inspection list. 10 bridges currently have weight limitations. Mr. Junker also reviewed recommendations for several other bridges, and which information has been provided to Highway Supt., Randy Falvey.

MONTHLY REPORTS

Highway Superintendent, Randy Falvey, updated the Board: The contractors continue working on the remodel project of our building, the ceiling and walls in the truck storage area have been insulated along with the walls in the shop, the majority of the exterior siding is finished, new windows are in the shop area with new walk in doors, the electrician is currently working on switching things over; after this year's bridge inspections necessitated closing the bridge on Cottonwood Street due to further deterioration, we have ordered new signage and are working on making the closure more permanent until we can get it replaced; are getting estimates for the bridge on 155th Street just north of Cottonwood Street that has some deck issues, have talked to Hollaway Construction about closing up the gap; Hollaway Construction out of Mitchell finished working on the bridge cement and rip/rap project on 458th Ave. 43rd St. SE along with the bridge rip rap project on County Road 3/463rd Ave.; about to finish chip sealing for the season, we will be finishing up in Kranzburg today, as a reminder to the general public that there is still lose gravel on the roads that we have chip sealed, so use extra caution, we will be sweeping these roads in September and will then have them striped; did fill our Maintenance III position in the Henry area, our new operator started yesterday, so we are once again fully staffed, we will be training him over the next few weeks and bringing him up to speed; we will be starting the resurfacing project this week on County Roads 7/169th St. and 10/460th Ave so there will be partial closures throughout the project, we are hoping to have this project completed by late-September. **Facility Manager, Steve Molengraaf,** Ag Building – Blackburn Foundation lifted the sidewalk last week, staff continue to set up and clean from events; Courthouse/Detention Center – the drain line in the women's restroom was repaired and lined, we are discovering the drain lines in the courthouse are getting thin and rusting through, so will need to budget for repairing and lining; Park – 1487 reservations, with a revenue of $152,250.46 as of 8-16-2026; Weed – spraying will begin for the fall season in the next week or so, I'm planning on working in the weed booth at the state fair; WNV – South Dakota West Nile Virus cases – 5 this year, 5 counties have reported WNV positive mosquito pools this year; SD WNV conference will be held this fall.

2027 BUDGET REVIEW
The Board reviewed 2027 budgets from the Jail Capitol Project Construction budget.

CLAIMS
Motion by McElhany, second by Gabel, to approve for payment the following jail claim; all voted aye; motion carried. Municipal Utilities $33,624.81, Beckenhauer $1,934,987.06, Geotek $17,053.50, Tegra Group $20,668.00. Motion by Gabel, second by McElhany, to approve for payment the following claim; all voted aye; motion carried. South Dakota Housing Development Authority $67,881.70.

PERSONNEL CHANGES
Motion by Gabel, second by Schweer, to approve the following Personnel change: all voted aye; motion carried. Jan Dailey, Highway Technician III, Highway Dept., Grade 40/Step A, $29.88 per hour/$5199.12/month, effective 8-15-2026.

TRAVEL REQUEST
Motion by Johnson, second by McElhany, to approve a travel request for State's Attorney office staff to attend training; and Extension staff to set up for State Fair; all voted aye; motion carried.

OPEN
Public comments - James Simmons mentioned to the Board that the State Attorney General has put out a news release that ALPR's are susceptible for abuse and his office will come out with policies to address this, FLOCK also did a public apology that the system is being misused, there is going to be a statewide ALPR program and asked if Codington County will be joining this, he is trying to host a town hall event to allow for public discussion on ALPR systems.
Commission comments – Commissioner Johnson announced that he will be attending the SD Retirement meeting.

EXECUTIVE SESSION
Motion by Johnson, second by Schweer, to enter executive session, per SDCL 1-25-2 (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(2) at 9:50 a.m., all voted aye; motion carried. The Board returned to regular session at 10:24 a.m., and no action was taken. State's Attorney, Alison Trauba, was present for executive session.

ADJOURNMENT
Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by McElhany, to adjourn at 10:24 a.m., all voted aye; motion carried.

ATTEST:

____
Brenda Hanten
Codington County Auditor

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

Published once at the total approximate cost of $____________

Codington County, 18 August 2026

STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2027 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT

Sub-Recipient Agreement
Between

Codington County 14 1st Ave, SE Watertown, SD 57201-3611	State of South Dakota Department of Public Safety Office of Emergency Management 221 South Central Avenue Pierre SD 57501
Referred to as Sub-Recipient	Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

   Information for the Federal Award Identification, as described in 2 CFR 200.331(a) is included in Exhibit A and is incorporated herein. In the event of a change in the award or funding source, the information included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

   This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

   The Sub-Recipient will undertake, complete, and report as necessary to their Regional Coordinator the work or performance as described in Section 30, General Requirements, of this agreement. 100% of all activities identified in this contract must be completed. The Sub-Recipient must report on a quarterly basis, all activities performed in Exhibit C.

4. BASIS FOR SUBAWARD AMOUNTS:

   This grant is made for the purpose of county emergency management program support referred to as the Local Emergency Management Performance Grant (LEMPG). As a condition of this award, the county is required to contribute a cost match of non-Federal funds in the amount of 50% of salary and benefits. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager, but not to exceed the alloted grant. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers, but not to exceed the alloted grant. This reimbursement is by position, not FTE equivalent. Additional information is detailed in Exhibit A.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. The closeout of this agreement does not affect the State's responsibility to monitor beyond the performance period end date. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

The State shall evaluate each subrecipient's fraud risk and risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after final disposition.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends $1,000,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than $1,000,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

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

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

(A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or sub-recipient's organization; and

(D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency, they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

For purposes of this agreement, grant closeout will commence with the submittal of the 4th Quarter report by the sub-recipient. Program staff will review this final report, verify that all conditions and work items have been completed, and submit final monitoring information in the Work Plan Matrix. Final payment will only be processed if all conditions of this grant are completed. Receipt of final payment by the sub-recipient will constitute closeout of this agreement.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Davis-Bacon Act (40 U.S.C. 3141-3148), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. SUB-RECIPIENT IDENTIFICATION:

Upon execution of this Agreement, Sub-Recipient will provide the State with Sub-Recipient's Employer Identification Number, Federal Tax Identification Number or Social Security Number.

12. USE OF EQUIPMENT, SUPPLIES AND FACILITIES:

The Sub-Recipient will not use State equipment, supplies, or facilities except for the following listed items: equipment, supplies, software, or facilities provided and supported by the State Office of Emergency Management and or provided through resource requests during an emergency or disaster.

13. THIRD PARTY BENEFICIARIES:

This Agreement is intended to govern only the rights and interests of the parties named herein. It is not intended to create, does not and may not be relied upon to create, any rights, substantive or procedural, enforceable at law by any third party in any matters, civil or criminal.

14. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

15. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination. Any terms of this Agreement that would, by their nature or through the express terms of this Agreement, survive the expiration or termination of this Agreement shall so survive including but not limited to the indemnification, controlling law and venue, and sovereign immunity provisions.

16. FUNDING:

This Sub-Recipient Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

17. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.

18. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

19. MERGER:

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

20. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

22. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

The Sub-Recipient will include provisions in its contracts for this project (or sub-grants if approved) requiring its contractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its contractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any contractors and/or sub-recipients. The Sub-Recipient is required to assist in this process as needed.

23. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict-of-interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

24. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

25. CERTIFICATIONS:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

B. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

C. CERTIFICATION OF NO STATE LEGISLATOR INTEREST:

Sub-Recipient (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, Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

D. COMPLIANCE WITH SDCL CH. 5-18A:

Sub-Recipient certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be caused to suspend and debar a business under SDCL § 5-18D-12.

26. INDEMNIFICATION:

Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

27. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

28. HEADINGS:

The headings in this Agreement are for convenience and reference only and shall not govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

C. AGENCY OR GRANT SPECIFIC CLAUSES

29. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) PURPOSE:

The South Dakota Office of Emergency Management (SDOEM) LEMPG provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon activities and products under the included performance activities to justify local funding assistance. The Agreement, in particular, acknowledges that Preparedness, Mitigation, Response, and Recovery activities apply to and are required for natural, manmade, and technological disasters in South Dakota.

30. GENERAL REQUIREMENTS:

All LEMPG reimbursed emergency management worker positions must participate, take part in, and complete all items listed in this section:

ADMINISTRATION

- Submit a quarterly financial report in WebEOC no later than 30 days after the end of each quarter.
- Document all activities performed by your jurisdiction as they relate to the five areas of Administration, Preparedness, Mitigation, Response, and Recovery that are above and beyond the other items listed in this section. Reporting of all activities encompassed by these areas on the Workplan Reporting form should be completed monthly and shall be submitted quarterly (due 30 days after the end of each quarter).
- Meet with your Regional Coordinator quarterly.
- Complete surveys, assessments, other grant requirements, etc. as requested by the State.
- Serve as the County Point of Contact for purposes of equipment monitoring for the EMPG and Homeland Security Grant programs conducted by DPS.
- Provide the State with working email, work phone, cell phone, and home contact information for the county emergency manager and alternate contact.
- Complete the Local Capabilities Assessment for Readiness (LCAR) with your Regional Coordinator by December 31st.

Training

- New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
  - Complete the following Incident Command System courses:
    - IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)

- Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
- Complete the EM 101 course. (To be completed within 12 months of hire.)

- The following courses are required. within 2 years of hire. (Note that IS classes can be completed online.)
  - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
  - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required within 6 years of hire. (Note that IS classes can be completed online.)
  - Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)

PREPAREDNESS

Planning

- Conduct an annual Local Emergency Operations Plan (LEOP) review with stakeholders and county commissioners so it is comprehensive and current. As part of this review, compare your current LEOP with the updated LEOP template and identify sections/annexes that should be added or updated. Consider adding and updating those sections as part of your annual review. Also review and update shelters and Disaster Response and Recovery (DRRI) facilities for your jurisdiction. These facilities and their capabilities shall be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded to WebEOC following the meeting. Upload a new/updated electronic copy of the LEOP to your County Plans board in WebEOC and delete the previous version.

Resource Management & Logistics

- Update jurisdictional resource inventory within the Comprehensive Resource Management & Credentialing system (CRMCS) and ensure resources conform to Homeland Security resource typing and naming standards. This update requires county owned equipment to be updated. Other response resources owned by municipalities and other response organizations are highly recommended to include in this update.
- Credential emergency response personnel in your jurisdiction using the Comprehensive Resource Management & Credentialing system (CRMCS). This update requires county employed personnel to be updated. Other emergency responders employed by municipalities and other response organizations are highly recommended to include in this update.
- Attend a Salamander refresher/update workshop during the LEMPG year.

Operational Coordination

- Identify and maintain primary and alternate EOC facilities. Evaluate the facilities capabilities to make planned improvements as possible.
- Maintain an EOC regional staffing capability through mutual aid personnel resources from within your region. This capability is required to be documented, documentation to be uploaded in WebEOC and reported to the Regional Coordinator.
- Maintain a local (jurisdictional) primary and alternate capability for the functions of Public Affairs (Public Information Officer) and Finance. Coordinate and track training for identified people performing these functions, document on the NIMS Spreadsheet.
- Assist in the development of and participate in a Homeland Security Exercise and Evaluation Program (HSEEP) consistent Regional EOC Staffing exercise incorporating Operational Coordination, Operational Communications, and regional EOC staffing capability. The exercise should be designed as a Tabletop, Functional, or Full-Scale exercise. Regional Coordinator to document and verify participation. If the jurisdiction does not attend and participate in the exercise, members may attend a different region's exercise if available, or the jurisdiction must complete a Full-scale exercise in their own jurisdiction to fulfill the requirement. See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.
- Maintain a Just-in-time EOC staffing plan that includes jurisdictional recruitment, just-in-time training materials, and job descriptions. This plan should include positions supporting the functions of public affairs (PIO), planning, resource tracking, situational awareness, resource ordering & acquiring (Logistics), and finance. Submit the plan in WebEOC and report completion to your Regional Coordinator.

- ***FEMA EMPG Requirement - NQS:*** All recipients and subrecipients in the 50 States, the District of Columbia and Puerto Rico that have identified deployable personnel and created a National Qualification System (NQS) implementation plan must work toward achieving the Phase 3 National Qualification System (NQS) implementation objectives. In addition to executing their Implementation Plan, all required jurisdictions shall work towards issuing Position Task Books to designated incident workforce personnel and ensure those personnel show progress in working toward task endorsements and minimum training requirements.

Public Information and Warning

- The jurisdiction will conduct a minimum of two public preparedness outreach and/or awareness campaigns/activities during the LEMPG year.

Exercises, Evaluations, and Corrective Actions

- All LEMPG funded emergency management staff will participate in and complete the requirements for one of the OEM scheduled drills (See the **Administrative Manual Exhibit D** for additional information) per quarter. If an OEM scheduled drill is not participated in by the jurisdiction, the jurisdiction must design and conduct a drill, tabletop, or functional exercise following HSEEP.

RESPONSE

Operational Coordination

- Report events to the Office of Emergency Management Duty Officer using current reporting guidelines. (Current guidelines are available in the County Forms and Templates Library Board of WebEOC in the Response Documents folder).
- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Utilize the state supplied Bridge4PS application within your region and jurisdiction to exchange information and assist in coordination of emergency response.

RECOVERY

- If an event occurs that may meet the guidelines for a Presidential Disaster Declaration, coordinate activities with the State and distribute Preliminary Damage Assessment (PDA) materials and provide PDA Training to eligible applicants within your jurisdiction.
- If a county has received a Presidential Disaster Declaration, assist the State with briefings and accompany the State-FEMA inspection team to meetings, site inspections, and observe the write-up of a project worksheet.
- Host or cohost (two jurisdictions) and attend an in-person update/refresher Crisis Track workshop for your county and entities within your county (2-3hour class). *Utilization of the software by all entities is required for PDA documentation submission.*

31. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

32. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

33. BUY AMERICA, BUILD AMERICA ACT (BABAA)

Sub-Recipient certifies and agrees that all contractors and subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the Sub-Recipient who, in turn, will forward the required certification to the State with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Sub-Recipient certifies that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured products, and construction materials used in the project were produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Sub-Recipient shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the State who, in turn, will forward the disclosures to FEMA.

34. AGREEMENT OFFICIALS:

The Director of the South Dakota Office of Emergency Management is responsible for committing the State to the terms of this Agreement.

The County Commission Chairperson is responsible for committing the Sub-Recipient to the terms of this Agreement.

The County Emergency Management Director shall be the principal official responsible for planning, reporting on, and assuring performance objectives and accomplishments of results, as defined in this Agreement.

35. WORK ITEM REPORTING REQUIREMENTS:

All work items, reports, and other deliverables identified within the LEMPG Work Plan will be considered late 7 days after each respective identified due date.

A. Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email) to your assigned Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.

B. When work items, reports, or other deliverables are considered late, it will result in an email reminder to the County EM.

C. Failure to submit work items, reports, or other deliverables within one week of receiving the reminder will result in a letter of non-performance to the County Commission/District Chairperson and a forfeiture of that quarters reimbursement.

D. Failure to comply with the reporting requirements of this agreement may result in loss of program funding or additional monitoring requirements.

36. COUNTY EMERGENCY MANAGEMENT WORKER(S) SCHEDULE:

County Emergency Management workers must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions. Primary Emergency Management workers for purposes of the LEMPG program must be a minimum of 50%-time emergency management employees. Assistant Emergency Management workers for purpose of the LEMPG program must be a minimum of 25%-time emergency management employees. Emergency Management workers hours must meet or exceed the minimum requirement on a <u>quarterly</u> basis. Minimum monthly and quarterly hours based on percentage of time is listed in Appendix B of the Administrative Manual.

Percentage of time worked on Emergency Management functions must be documented in timekeeping records utilizing the State timesheet. For part-time personnel who do not receive paid leave, hourly employees should track hours they work on Emergency Management but will only be reimbursed for hours up to the percentage of time reported on their Personnel Action Form. For part-time personnel who do not receive paid leave, salaried employees should track hours they work on Emergency Management and are required to work minimum hours based on the percentage of time reported on their Personnel Action Form.

If the County Emergency Management worker is considered 100% time, they can hold no other role or position within county government. If the County wishes or requires for the County Emergency Management worker to conduct other activities for the County, such as 911 Coordinator, Veteran's Service Officer, Deputy Sheriff, etc., or be funded by another federal grant source, they cannot be considered a 100%-time County Emergency Management worker and the percentage of time needs to be adjusted accordingly on a Personnel Action Form.

37. LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) ADMINISTRATIVE MANUAL:

Sub-recipient is required to follow all provisions found in the SDOEM LEMPG Administrative Manual found in Exhibit D.

38. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

Sub-recipient is required to comply with National Incident Management System (NIMS) standards to include tracking of local jurisdiction emergency response member and elected official minimum training requirements.

39. AGREEMENT ARTICLES:

Specific Agreement Articles for this agreement are included under Exhibit B.

40. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

41. CERTIFICATION – TERMS AND CONDITIONS

The State is required to otain certification under the "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" term that the sub-recipient will comply with the requirements of this term in addition to any other requirements set forth by the articles and terms listed and updated in Exhibit B. By signing this agreement, sub-recipient certifies to comply with these requirements.

42. CERTIFICATION OF COMPLIANCE WITH FOREIGN NATIONAL VETTING

By signing this agreement, sub-recipient certifies that, to the best of their knowledge and belief, the information provided under this certification is accurate and complete. Subrecipient attests that vetting has been conducted consistent with federal grant requirements, and that subrecipient compliance has been verified.

To: South Dakota Office of Emergency Management

Subject: Subrecipient Certification of Compliance with Foreign National Vetting Requirements

Dear South Dakota Office of Emergency Management,

In accordance with the applicable Notices of Funding Opportunity, and the terms and conditions of the Emergency Management Performance Grant (EMPG), **Codington County** hereby certifies compliance with the foreign national vetting requirements as outlined below:

1. **Employment Eligibility Verification:**

- **Codington County** retains completed Form I-9, Employee Eligibility Verification, documentation for all employees whose personnel or fringe costs are charged directly to the federal award, consistent with the Immigration Reform and Control Act of 1986 and 8 C.F.R. Part 274a.

2. **No Foreign Nationals (if applicable):**
   - **Codington County** certifies that all personnel charged to the subaward are U.S. citizens or nationals and that the vetting requirements related to foreign nationals do not apply. [Indicate as N/A if not applicable] _____

3. **Foreign Nationals Charged to the Award (if applicable):**
   - **Codington County** certifies that such individual has been properly vetted in accordance with federal employment eligibility requirements, and that form I-9 documentation is on file. [Indicate as N/A if not applicable] _____

4. **Documentation and Record Retention:**
   - All vetting records, Form I-9 documentation, short bios, resumes, and other supporting materials referenced in this certification are retained by **Codington County** in accordance with federal statutes, regulations, award record retention requirements, and applicable laws.
   - Such documentation will be maintained in a manner consistent with privacy protections and made available to FEMA only upon request during monitoring or audit.
   - **Codington County** maintains organizational leadership and board member information on file and will provide it to the recipient upon request.

STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2027 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT

Sub-Recipient Agreement
Between

Codington County 14 1st Ave, SE Watertown, SD 57201-3611	State of South Dakota Department of Public Safety Office of Emergency Management 221 South Central Avenue Pierre SD 57501
Referred to as Sub-Recipient	Referred to as State

The State and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Printed Name – County Commission Chairperson

Sub-Recipient Signature - County Commission Chairperson — Date

South Dakota Office of Emergency Management Director — Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

a. Sub-recipient's name (must match the name associated with its Unique Entity Identifier (UEI)): Codington County

b. Sub-Recipient's UEI: XWDVUSNZBCM5

c. Federal Award Identification Number (FAIN): (To be Determined)

d. Federal Award Date: (To be Determined)

e. Sub-award Period of Performance: October 1st, 2026, through September 30th, 2027

f. Amount of federal funds obligated to the Sub-Recipient by this agreement: $ (To be Determined)

g. Total amount of federal funds obligated to the Sub-Recipient: $ (To be Determined)

h. Total amount of the federal award committed to the Sub-Recipient: $ (To be Determined)

i.

Amount provided by State/Grantor is	$ (To be Determined)
Amount matched by Sub-Recipient	$ (To be Determined)
Total Grant Amount	$ (To be Determined)

j. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: 2027 Local Emergency Management Performance Grant

k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency:	United States Department of Homeland Security Federal Emergency Management Agency
Pass-through Entity:	South Dakota Department of Public Safety Office of Emergency Management
Contact Information:	Allan Miller 605-773-3231

l. CFDA No(s) and Name(s): 97.042

m. Is the grant award for research and development (R&D)? YES ___ NO _X_

n. Indirect Cost Rate for federal award: Not applicable under this agreement.

Exhibit B

Terms & Conditions may change when the Notice of Funding Opportunity or Grant Award is released by DHS/FEMA. State will provide updated information when it becomes available.

DHS Standard Terms and Conditions

Laws and Regulations

Laws and Regulations	Terms and Conditions	Authorities
Age Discrimination Act of 1975	Recipients must comply with the *Age Discrimination Act of 1975*, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.	Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*)
American Security Drone Act of 2023	Recipients must comply with the *American Security Drone Act of 2023*, of the *National Defense Authorization Act for Fiscal Year 2024*, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.	41 U.S.C. § 3901 note prec.
Americans with Disabilities Act of 1990	Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.	Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213)
***Civil Rights Act of 1964* – Title VI**	Recipients must comply with the *Civil Rights Act of 1964*, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.	Pub. L. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.* 6 C.F.R. Part 21. 44 C.F.R. Part 7.
***Civil Rights Act of 1968* – Title VIII**	Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas	Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) 24 C.F.R. Part 100 24 C.F.R. Part 100, Subpart D.

	and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.	
Communication and Cooperation with the Department of Homeland Security and Immigration Officials	(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C.	8 U.S.C. §§ 1373 and 1644 8 U.S.C. § 1324 28 U.S.C. § 1746

	§ 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (4) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.	
CHIPS and Science Act of 2022	(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an	Pub. L. 117-167

	authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the *Family Educational Rights in Privacy Act*.	

	(3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.	
Copyright	Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.	17 U.S.C. §§ 401 or 402 2 C.F.R. § 200.315
Debarment and	Recipients must comply with the non-	2 C.F.R. Part 180

Suspension	procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.	2 C.F.R. Part 3000 Executive Orders 12549 and 12689
Drug Free Workplace Act of 1988	Recipients must comply with the *Drug-Free Workplace Act of 1988* and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the *Drug-Free Workplace Act of 1988.*	41 U.S.C. §§ 8101-8106 2 C.F.R. Part 3001 2 C.F.R. Part 182
Duplicative Costs	Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.	2 C.F.R. § 200.403(f)
***Education Amendments of 1972 (Equal Opportunity in Education Act)* – Title IX**	Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.	Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*) 6 C.F.R. Part 17. 44 C.F.R. Part 19.
Energy Policy and Conservation Act of 1975	Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the *Energy Policy and Conservation Act of 1975.*	Pub. L. 94-163 (codified as amended at 42 U.S.C. § 6201 *et seq.*)
Equal Treatment of Faith-Based Organizations	Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs	6 C.F.R. Part 19

	administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.	
***False Claims Act* and Program Fraud Civil Remedies**	Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.	31 U.S.C. §§ 3729-3733 31 U.S.C. §§ 3801-3812
Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the *False Claims Act*	Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not, and will not during the term of this award, operate any	31 U.S.C. § 3729(b)(4) 8 U.S.C. § 1101(a)(3) 2 C.F.R. § 200.346 Executive Order 14190

	program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.	
Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.	OMB Circular A-129
Fly America Act	Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.	49 U.S.C. § 40118 Amendment to Comptroller General Decision B-138942
Hotel and Motel Fire Safety Act of 1990	Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990.*	15 U.S.C. § 2225a
John S. McCain National Defense Authorization Act of Fiscal Year 2019	Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019,* 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.	Pub. L. 115-232 (2018) 2 C.F.R. §§ 200.216, 200.327, 200.471 Appendix II to 2 C.F.R. Part 200
Lobbying	None of the funds provided under a federal	31 U.S.C. § 1352

Prohibitions	award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).	6 C.F.R. Part 9 Appendix A to 6 C.F.R. Part 9 Appendix B to 6 C.F.R. Part 9
National Environmental Policy Act	Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, (NEPA).	Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*)
National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the *Science and CHIPS Act of 2022*	(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."	Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951)
Patents and Intellectual Property Rights	Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.	35 U.S.C. § 200 *et seq.* 37 C.F.R. § 401.14
Procurement of Recovered Materials	States, political subdivisions of states, and their contractors must comply with Section 6002 of the	Pub. L. 89-272 (1965) (codified as

	Solid Waste Disposal Act, Pub. L. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.	amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) 40 C.F.R. Part 247 2 C.F.R. § 200.323
Rehabilitation Act of 1973	Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.	Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794)
Reporting Recipient Integrity and Performance Matters	If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.	2 C.F.R. Part 200, Appendix XII
Reporting Subawards and Executive Compensation	For federal awards that total or exceed $30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.	2 C.F.R. Part 170, Appendix A
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United	2 CFR Part 184

	States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) *Waivers.* When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:	

	i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) *Definitions.* The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.	
Subrecipient Monitoring and Management	Pass-through entities must comply with the requirements for subrecipient monitoring and management.	2 C.F.R. §§ 200.331-333
System for Award Management and Unique Entity Identifier Requirements	Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.	2 C.F.R. Part 25, Appendix A
Termination of a Federal Award	(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award;	2 C.F.R. § 200.340 2 C.F.R. §§ 200.344-200.345 Pub. L. 116-283

	(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the *William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021* (Public Law 116-283), the *CHIPS and Science Act of 2022* (Public Law 117-167), or Division F of the *Infrastructure Investment and Jobs Act* (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.	Pub. L. 117-167 Pub. L. 117-58, Division F Executive Order 14332
Trafficking Victims Protection Act of 2000	Recipients must comply with the requirements of the government-wide federal award term and condition which implements *Trafficking Victims Protection Act of 2000*, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The	Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104)

	federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.	2 C.F.R. § 175.105
Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (*USA PATRIOT Act of 2001*)	Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the *USA PATRIOT Act*, which amends 18 U.S.C. §§ 175–175c.	Pub. L. 107-56 18 U.S.C. §§ 175-175c
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.	10 U.S.C § 4701 41 U.S.C. § 4712

Executive Orders

Executive Order	Terms and Conditions
All Executive Orders Related to Grants	Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Executive Order 14332, Improving Oversight of Federal Grantmaking	Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving	Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism	Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

DHS Policy

DHS Policy	Terms and Conditions
Acknowledgement of Federal Funding from DHS	Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Activities Conducted Abroad	Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Collection and Use of Personally Identifiable Information	(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Non-Supplanting Requirements	Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Notice of Funding Opportunity (NOFO) Requirements	All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
SAFECOM	Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Use of DHS Seal, Logo, and Flags	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Exhibit C

WORKPLAN

A. SUMMARY

The South Dakota Office of Emergency Management (SDOEM) Local Emergency Management Performance Grant (LEMPG) provides a single funding, operating, and reporting instrument for the accomplishment of agreed upon administrative activities included in the contract as well as all reported activities included within this Workplan to justify local funding assistance. **The Agreement seeks to reimburse salary and benefits for activities completed by emergency management staff and reported in this LEMPG Workplan.** The Agreement acknowledges that preparedness, mitigation, response, and recovery activities apply to natural, manmade, and technological disasters in South Dakota.

B. EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

Topic areas that need to be addressed monthly in the Workplan if there is activity include:

- Administration
  - Administrative Tasks identified in the Contract
  - Training
- Preparedness
  - Planning
  - Operational Coordination
  - Public Information & Warning (Preparedness)
  - Threats & Hazard Identification
  - Resource Management & Logistics
  - Intelligence and Information Sharing
  - Exercises, Evaluations, and Corrective Actions
  - Any other Core Capability Task you may perform
- Mitigation
  - Planning
  - Operational Coordination
  - Public Information & Warning (Preparedness)
  - Threats & Hazard Identification
  - Any other Core Capability Task you may perform
- Response
  - Planning
  - Operational Coordination
  - Public Information & Warning (Response)
  - Resource Management & Logistics
  - Operational Communications
  - Situational Assessment
  - Mass Care Services
  - Any other Core Capability Task you may perform
- Recovery
  - Planning
  - Operational Coordination
  - Public Information & Warning (Response)
  - Any other Core Capability Task you may perform

C. REPORTING

Within 30 days after the end of each quarter, the sub recipient must upload an LEMPG Quarterly Activity report in WebEOC and report completion to their Regional Coordinator. It is encouraged that participants enter information into the report on a monthly basis to ensure completeness and accuracy. At the end of the quarter, information must be entered in the monthly format, and submitted. All emergency management staff funded through the LEMPG must have an active and documented role in completing activities identified within this Workplan. This documentation can be captured in bullet or narrative format and written for a third person who has no knowledge of the activities of the jurisdiction. Examples of appropriate reporting can be found in the County-LEMPG folder in WebEOC.

Time extensions may be granted for good reason prior to the deadline. Extensions must be made in writing (email will suffice) to your Regional Coordinator describing the reason for the time extension and the amount of time requested to complete the activity.

EMERGENCY MANAGEMENT AREAS OF CONCENTRATION

1. **ADMINISTRATION:** Counties will submit required reports and assessments, communicate information on the Local Emergency Management Performance Grant (LEMPG) and emergency management activities, perform required administrative tasks, and meet with their regional coordinator for monitoring visits. Example of these items include items listed under letter B of this Workplan, meeting with county commissioners and other elected officials, and performing any other administrative tasks in support of the county emergency management program.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

2. **PREPAREDNESS:** Preparedness is a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Counties will report on preparedness activities they perform within their jurisdiction. Counties will report on items listed in letter B of this Workplan, meetings and coordination activities they use to help prepare stakeholders, and other activities they perform in their jurisdiction to prepare their jurisdiction for emergencies and disasters.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

3. **MITIGATION:** Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. Counties will report on mitigation activities they perform within their jurisdiction. Counties will report on items listed in letter B of this Workplan, mitigation meetings and coordination activities, and other activities they perform in their jurisdiction to reduce loss of life and property by lessening the impact of disasters.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

4. **RESPONSE:** Response is defined as activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Counties will report on items listed in letter B of this Workplan, and other activities they perform in their jurisdiction to save lives, protect property, and meet basic human needs due to an emergency or disaster.

<u>MONTHLY PERFORMANCE AND ACTIONS:</u>

1[ST] Quarter

October

November

December

2[nd] Quarter

January

February

March

3[rd] Quarter

April

May

June

4[th] Quarter

July

August

September

5. **RECOVERY:** Recovery is defined as actions to assist communities affected by an incident to recover effectively. Counties will report on items listed in letter B of this Workplan, and other activities they perform in their jurisdiction to assist their jurisdiction to recover from an emergency or disaster.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th Quarter

July

August

September

Exhibit D

ADMINISTRATIVE MANUAL

Local Emergency Management Performance Grant (LEMPG) Administrative Manual FY 2027

Performance Period: October 1, 2026 – September 30, 2027

Introduction

The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide Federal grants to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Reform Act of 2006, as amended (6 U.S.C. § 762). Title VI of the Stafford Act authorizes FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal government and the states and their political subdivisions. The Federal government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system.

The State, in turn, makes a large portion of this funding available to county emergency management organizations through the Local Emergency Management Performance Grant (LEMPG).

The LEMPG consists of a formal agreement that stipulates the terms and conditions of the grant, the work plan that supports the building and sustainment of the core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

Funding is based on reimbursement of up to 50% of approved County/District Emergency Manager position(s), but not to exceed the allotted county grant award, based on continued adequate funding from FEMA. If adequate funding is not received from FEMA, amounts may be reduced. Amounts awarded will be reflected in Exhibit A upon receipt of funding from FEMA. The funding is used for county/district costs of emergency management personnel expenses and requires a 50% non-federal cash match. All requirements of the LEMPG must be satisfied to receive funding.

This LEMPG Administrative Manual will guide the County/District Emergency Manager through the various administrative, training, and financial requirements of the program. It also references some of the terms and conditions of the LEMPG under which such reimbursements are made.

<u>Note to the County Auditor:</u>
The EMPG is provided to counties to reimburse up to 50% of the approved county emergency management staff(s) salary and benefit costs, but not to exceed the allotted county grant award. The CFDA number is 97.042. This grant and any other associated with SDOEM shall be accounted for within fund 226.

LEMPG Administrative Manual
Table of Contents

Section 1: Definitions & Acronyms

A. Definitions

1. **Authorized Local Official.** *Authorized Local Official* refers to the individual on the local level who has the authority to sign the EMPG Subaward Agreement.
2. **CFR.** *CFR* refers to the Code of Federal Regulations.
3. **CRMCS.** *CRMCS* refers to the Comprehensive Resource Management and Credentialing System.
4. **DHS.** *DHS* refers to the Department of Homeland Security.
5. **DPS.** *DPS* refers to the South Dakota Department of Public Safety which is the state agency the SDOEM is a part of.
6. **Duty Officer.** *Duty Officer* refers to the rotational position within the SDOEM designed to serve as a single point of contact to government entities when state-level assistance is needed.
7. **Emergency Manager.** *Emergency Manager* refers to the position appointed by the executive officer or governing body of the county, and who shall have direct responsibility for the development and implementation of emergency and disaster plans, organization, administration, and operation of the local organization for emergency management.
8. **EMPG.** *EMPG* refers to the federal Emergency Management Performance Grant.
9. **EOC.** *EOC* refers to the Emergency Operations Center.
10. **FEMA.** *FEMA* refers to the Federal Emergency Management Agency.
11. **Grant Subaward Agreement.** The *Grant Subaward Agreement* is the signatory document that commits grant funds to the subrecipient and acknowledges subaward terms and conditions.
12. **IAP.** *IAP* refers to an Incident Action Plan created to help organize an incident.
13. **LEMPG.** *LEMPG* refers to the Local Emergency Management Performance Grant.
14. **LEMPG Terms & Conditions.** The *LEMPG Terms & Conditions* is the document that identifies the applicable Federal requirements subrecipients must comply with.
15. **LEMPG Work Plan.** The *LEMPG Work Plan* is the document that outlines the topic area reporting required to be completed during the LEMPG's performance period.
16. **Match.** *Match* refers to the 50% match provision required.
17. **NIMS.** *NIMS* refers to the National Incident Management System.
18. **Regional Coordinator.** *Regional Coordinator* refers to an SDOEM employee who serves as a liaison between SDOEM and the local jurisdictions.
19. **SDHAN.** *SDHAN* refers to the South Dakota Health Alert Network which is a web-based highly reliable, persistent messaging system.
20. **SDOEM.** *SDOEM* refers to the South Dakota Office of Emergency Management.
21. **State.** *State* refers to the State of South Dakota.
22. **Subaward.** *Subaward* refers to an award provided by a pass-through entity (SDOEM) to a subrecipient.
23. **Subrecipient.** *Subrecipient* refers to a non-Federal entity that receives a subaward from a pass-through entity (SDOEM).
24. **WebEOC.** *WebEOC* is a web-enabled crisis information management system developed for emergency management.

Section 2: Grant Subaward Process

A. Notice of LEMPG Funding Opportunity

Each federal fiscal year (FFY) the SDOEM will present the initial LEMPG award documents to jurisdictions that have been involved in the program the year prior in the form of a Local Emergency Management Performance Grant Subaward Agreement, LEMPG Terms & Conditions, and LEMPG Work Plan. New counties that wish to join the LEMPG are only allowed to join starting fall of 2028 for the 2028 LEMPG.

B. Submission of LEMPG by Jurisdiction

1. Each participating jurisdiction will sign the initial Grant Subaward Agreement and return it to their Regional Coordinator by mail prior to September 30th of each year. **Note:** Electronic submissions of the initial Grant Subaward Agreement will not be accepted unless completed under SDCL 53-12.

C. Initial and Final Subaward Agreements

1. Once SDOEM receives the Grant Subaward Agreement with the jurisdiction's signature, the Director of SDOEM will sign the agreement and an executed copy will be returned to the jurisdiction.
2. Funding amounts are not available at the time the initial Grant Subaward Agreement is signed. This initial agreement formalizes participation in the LEMPG program and serves as an agreement to the LEMPG Terms & Conditions and LEMPG Work Plan.
3. When SDOEM is awarded its federal EMPG funding, SDOEM will send an amended Exhibit A with all details and estimated amounts to the Sub-Recipient.

Section 3: Reimbursement Process

A. Quarterly Reporting Requirements

1. All quarterly reimbursement claims must be submitted through WebEOC. Claims must include the following items to be processed. Sample paper forms can be found in the WebEOC File Library. For access to the WebEOC, please contact your Regional Coordinator.
   a. LEMPG Form 85-21 (State and Local Management Expenses Claimed for Contributions)
      i. All claims for reimbursement must be submitted through WebEOC on the 85-21 board.
      ii. All claims the county pays for personnel wages and benefits identified on the 85-21 need to be supported by payroll registers, budget sheets, or other documents supporting the claims entered in the 85-21. Employee paid benefits such as additional insurance they pay for will not be reimbursed as that is not a county expense and should not be included on the 85-21 form. Supporting documentation must be uploaded to the 85-21 board in the WebEOC.
      iii. All expenditures submitted on the 85-21 board will be used by the SDOEM to match Federal EMPG funds. Therefore, the county/district may not use any of these expenses as financial "match" for any other program or grant opportunities.
   b. State Time Sheet
      i. Emergency Management work hours, and non-emergency management work hours if applicable, must be recorded on the State Time Sheet (WebEOC File Library) and submitted by uploading the form to the 85-21 board. For example, a Deputy Sheriff that is also the Emergency Manager for a county would need to record their emergency management hours as EM work hours and their Deputy Sheriff hours as non-emergency management work hours.
      ii. Hourly Emergency Management workers hours will only be reimbursed up to the percentage of time reported on their Personnel Action Form.
      iii. Salaried Emergency Management workers hours must meet or exceed the minimum requirement on a <u>quarterly</u> basis listed under Appendix B of this manual.
      iv. During a disaster response, hours worked by the emergency manager may be claimed through the LEMPG or under a Presidential Disaster declaration if received. However, the hours can only be claimed from one source. The jurisdiction cannot be reimbursed twice for the same hours. This is also the case for any other grant in which you could also be reimbursed for any of your salary, benefits and travel costs.
   c. Quarterly Workplan Report
      i. The Workplan Report will be uploaded to the Workplan board on a quarterly basis and in conjunction with the balance of the quarterly report. A hard copy of the Workplan can be found in the WebEOC File Library under County EM – LEMPG.
      ii. This Workplan board should be completed at least monthly and shall be submitted quarterly in the Workplan board in WebEOC and include detailed descriptions of activities completed for each topic area.
   d. Single Signature Sheet

i. The Single Signature Sheet replaces signatures on individual forms included in the quarterly report. This sheet must be signed by the county auditor, county emergency manager, and the county commission after review of the entire quarterly report. The Single Signature Sheet can be found in the WebEOC File Library under County EM – LEMPG and uploaded on the 85-21 board in WebEOC.

2. Quarterly reports will be submitted via WebEOC. Forms which require signatures must be scanned copies showing signature and uploaded. All supporting documentation must be uploaded into WebEOC.

3. Quarterly reports must be submitted in WebEOC within thirty (30) days following the end of each quarter (January 30, April 30, July 30, and October 30).

B. Reimbursement Timeline

Subaward reimbursement will be made incrementally. Due to the timing SDOEM receives its federal funding, reimbursement will most likely be made in two disbursements; however, receipt of the federal funding may change this timeline.

1. Quarters 1 – 3 may be combined and paid within 30 days following the receipt of federal funding.
2. Quarter 4 will be paid within 30 days following receipt of the 4th Quarter report (Sept 30).
3. Reimbursement may be withheld if all requirements have not been met.
4. An email notification will be sent to the jurisdiction when a payment request has been submitted to the DPS finance office. Please allow, at minimum, 10-14 business days for the payment process to be completed.

C. Allowable Expenses

1. Each reimbursement request submitted to SDOEM will be analyzed to ensure compliance. Only actual and allowable expenses may be claimed. Claims not properly justified and documented will not be processed. Only county paid personnel expenses are eligible.
2. Only expenses **incurred** during the period of performance (see Local Emergency Management Performance Grant Sub-Recipient Agreement) are eligible for reimbursement.
3. If a county encounters an expense that was incurred prior to September 30th but does not process payment in time to include on the 4th Quarter 85-21 form, the county can submit a supplemental 85-21 prior to December 31st.

Section 4: Personnel Procedures

A. New Personnel

1. A Certification of Authorized Official form must be filed with SDOEM within 30 days for any new emergency manager hired. This form authorizes the employee to conduct emergency management business for the county. This form must be on file at SDOEM before expenses can be claimed. This form can be accessed through WebEOC.

B. Personnel Action Form

1. A Personnel Action Form must be completed every time an LEMPG-funded employee is hired, terminated, retired, receives a change in salary or a promotion, etc. and submitted to the SDOEM within 30 days. This form can be accessed through WebEOC.

Appendix A: Summary of Allowable Costs

Allowable costs under EMPG must represent necessary and essential state and local emergency management personnel and the county portion of any benefit expenses. These costs must comply with the CFR Cost Principles found in 2 CFR Part 200 Subpart E. General guidance is as follows. SDOEM has final authority regarding allowable costs.

A. Allowable Costs

1. **Personnel Compensation and County Portion of Benefits**
   a. **Full-Time Status**. Personnel can be funded as full-time employees if 100% of their job duties are dedicated to performing emergency management program elements required by the LEMPG.
   b. **Part-Time Status**. Part-time positions may be funded within an emergency management agency, even though the individual may hold a separate part-time position in another department or in the private sector, provided the duties of the other position do not conflict with or impair the emergency management functions assigned to the individual. Part-time positions will be funded at a percentage directly related to the time devoted to the LEMPG.
   c. **Employee Taxes**: The county portion of OASI (Old-Age and Survivors Insurance) which includes Social Security (6.2%) and Medicare (1.45%) and is calculated at 7.65% of the employee's gross salary.
   d. **Retirement Funds**. The share of any payment to a retirement fund must be in a prorated amount apportioned on the percentage of EM time. Employee paid supplemental retirement contributions are not eligible.
   e. **Benefits**: Other county paid benefits only, additional employee paid benefits that the county administrates deductions for are not allowable. County paid Worker's Compensation fees are eligible.

Appendix B: Schedule of Required Hours

Month	Work days each month	Hours per day	Hours Required based on Percentage of Time Worked								
			100%	95%	90%	85%	75%	70%	66%	60%	50%
Oct-26	21	8	168	160	151	143	126	118	111	101	84
Nov-26	19	8	152	144	137	129	114	106	100	91	76
Dec-26	22	8	176	167	158	150	132	123	116	106	88
Totals			496	471	446	422	372	347	327	298	248
Jan-27	19	8	152	144	137	129	114	106	100	91	76
Feb-27	19	8	152	144	137	129	114	106	100	91	76
Mar-27	23	8	184	175	166	156	138	129	121	110	92
Totals			488	464	439	415	366	342	322	293	244
Apr-27	22	8	176	167	158	150	132	123	116	106	88
May-27	20	8	160	152	144	136	120	112	106	96	80
Jun-27	21	8	168	160	151	143	126	118	111	101	84
Totals			504	479	454	428	378	353	333	302	252
Jul-27	21	8	168	160	151	143	126	118	111	101	84
Aug-27	22	8	176	167	158	150	132	123	116	106	88
Sep-27	21	8	168	160	151	143	126	118	111	101	84
Totals			512	486	461	435	384	358	338	307	256
Annual Total			2000	1900	1800	1700	1500	1400	1320	1200	1000

The months of November and April have additional declared holidays at the option of your participating county or district.

The above figures represent actual working days and hours required. These do not include holidays, as they are not required working days. Declared holidays, such as the Friday following Thanksgiving may be deducted (on % scale) from that particular month, depending upon your county or district's requirements.

The above figures are based on a 40-hour week.

Holidays:
October – Native American Day
November – Veterans Day and Thanksgiving Day
December – Christmas Day
January – New Year's Day and Martin Luther King Jr Day
February – Presidents' Day
May – Memorial Day
June - Juneteenth
July – Independence Day
September – Labor Day

Optional Holidays:
November – Day after Thanksgiving
March/April – Good Friday, Easter Monday

Appendix C: Schedule of Required Forms and Due Dates

NAME OF FORM	WHAT TO SEND	WHEN TO SEND
LEMPG Sub-Recipient Agreement	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Yearly - By September 30th
Personnel Action Form	Scanned Copy to SDOEM Regional Coordinator, WebEOC	For All Personnel Changes (Salary, % of time, etc.) Within 30 Days of Change
Acceptance of Merit System Standards	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Upon Entry or Re-Entry to LEMPG Program
Certificate of Authorized Official	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Upon Appointment of New Emergency Manager
Quarterly Activity Report	Entered and uploaded into WebEOC	Quarterly - By January 30, April 30, July 30, and October 30

For a complete listing of on-line forms and WebEOC boards go to:
https://webeoc.sd.gov (WebEOC File Library/County EM-LEMPG)

Appendix D: Additional LEMPG Sub-Recipient Agreement Guidance

The following is additional information and guidance on the General Requirements found in Section 25 of the LEMPG Contract of the Local Emergency Management Performance Grant. All LEMPG reimbursed emergency management worker positions must participate, take part in, and complete all items listed in this section.

1. **Planning**
   A. The Local Emergency Operations Plan Template is located in WebEOC in the County Forms & Templates Library.
   B. If you have further questions regarding Planning, please direct them to SDOEM Planning Staff at (605) 773-3231 or your Regional Coordinator.

2. **Comprehensive Resource Management and Credentialing System (CRMCS)**
   A. Information regarding the State of South Dakota's Comprehensive Resource Management and Credentialing System (CRMCS) can be found at: http://southdakota.responders.us/
      1. Additional information on maintenance of the system and how-to documents can be located in WebEOC in the File Library listed under Credentialing Documents.
      2. To enter or change resources for your jurisdiction, select Salamander Live under Applications. You will need a username and password in order to access this part of the system.
      3. For further information and guidance regarding the CRMCS program, please direct questions to the SDOEM CRMCS staff at (605) 773-3231 or contact your Regional Coordinator.

3. **Preliminary Damage Assessment**

A. SD OEM provides access to Crisis Track software to utilize when collecting damage information. Training workshops for the software are offered during the year. Submission of PDA documentation for all counties and all entities within counties will is required through use of the Crisis Track software.

4. **Training**
   A. New county emergency management staff: If you are a new county emergency management staff member (this Federal Fiscal Year (FFY) will be your first full year as an emergency management staff member), the following classes must be completed by the end of the FFY (note that IS classes can be taken online):
      1. Complete the following Incident Command System courses:
         a. IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
      2. Complete the EM 101. (To be completed within 12 months of hire.)
   B. The following courses are required. within 2 years of hire. (Note that IS classes can be completed online.)
      1. Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)

2. Complete the Incident Command system course ICS 400. (To be completed within 24 months of hire.)
3. Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)

C. The following courses are required within 6 years of hire. (Note that IS classes can be completed online.)
   1. Complete the FEMA Advanced Professional Series (APS) and upload a copy of your EMI certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 6 years of hire.)

D. The SDOEM training calendar can be found at: https://sdoem.eventsmart.com/ . At this site, you can find where and when courses are scheduled and get additional information concerning the SDOEM Training Program.

E. A description of the Professional Development Series can be found at: http://training.fema.gov/is/searchis.aspx?search=PDS.

F. A description of the Advanced Professional Series can be found at: https://training.fema.gov/programs/aps/.

G. For further information and guidance regarding Training, please direct questions to the SDOEM Training staff at (605) 773-3231 or your Regional Coordinator.

5. Exercises, Evaluations, and Corrective Actions

A. A fundamental responsibility of an emergency manager is to establish a program which will effectively provide for the protection of the lives and property of the public. This goal is attained through a variety of means, including, but not limited to, regular exercising of emergency operations plans and procedures.
   1. In conducting exercises in South Dakota, we utilize the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP is a capabilities and performance-based exercise program that provides a standard methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP constitutes a national standard for all exercises.
   2. There are seven types of exercises defined within HSEEP, each of which is either discussions-based or operations-based.
      i. Discussions-based exercises familiarize participants with current plans, policies, agreements, and procedures. These types of exercises may be used to develop new plans, policies, agreements, and procedures.
         a. Seminar. An informal discussion designed to orient participants to new or updated plans, policies, or procedures.
         b. Workshop. Resembles a seminar but is employed to build specific products such as a draft plan or policy.
         c. Tabletop Exercise. Involves key personnel discussing simulated scenarios in an informal setting and can be used to assess plans, policies, and procedures.
         d. Games. A simulation of operations that often involves two or more teams, usually in a competitive environment using rules, dates, and procedures designed to depict an actual or assumed real-life situation.
      ii. Operations-based exercises validate plans, policies, agreements, and procedures, clarify roles and responsibilities, and identify resource gaps.
         a. Drill. A coordinated, supervised activity usually employed to test a single specific operation or function.

b. Functional Exercise (FE). Examines and/or validates the coordination, command, and control between various multi-agency coordination centers. A Functional Exercise does not involve "boots on the ground" response.
c. Full-Scale Exercise (FSE). A multi-agency, multi-jurisdictional, multi-discipline exercise involving functional and "boots on the ground" response.

3. **All County LEMPG funded staff are required to participate in or conduct one drill per quarter.**
4. **All County LEMPG funded staff are required to assist with development and participate in one Regional EOC Staffing exercise per year following the HSEEP process and Exercise Documentation process identified in Item C below.**

B. **Communications Drills**. The State schedules a minimum of two communications drills per quarter to fulfill the LEMPG drill requirement. All County LEMPG funded staff must complete the communications drill participation survey within **one (1) week** of the date of the drill to receive credit for participation. If a county misses a required drill, a make-up drill must be completed within the next quarter. In lieu of participating in a state drill, a county may choose to conduct its own drill. IE: Radio drill, telephone call tree test, etc. A Situation Manual (SitMan) and an After-Action Report-Improvement Plan must be submitted for the communications drill credit.

2026-2027 Quarterly Drill Schedule			
Quarter	**Month**	**Drill**	**Date**
1st	October	Crisis Track IA	2nd Wednesday
	November	Radio	1st Wednesday
	December	TBD	TBD
2nd	January	WebEOC	TBD
	February	Radio	1st Wednesday
	March	Bridge4PS	2nd Tuesday
3rd	April	TBD	2nd Thursday
	May	Radio	1st Wednesday
	June	Crisis Track	TBD
4th	July	WebEOC	TBD
	August	Radio	1st Wednesday
	September	Salamander	TBD

C. **Exercise Documentation Required**. To receive credit for the required annual Regional EOC Staffing exercise, each Region must fill out and upload the below listed forms to the host county's Exercise Reporting board in WebEOC:

1. Discussions and Operations-Based Exercises
   i. Exercise Notification – At least **90 days** prior to exercise.
   ii. Exercise Plan (EXPLAN) – At least **30 days** prior to exercise.
   iii. Master Scenario Events List (MSEL) – Within **90 days** post exercise.
   iv. After Action Report-Improvement Plan– Within **90 days** post exercise.

v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.

2. **All exercise documentation must be entered and uploaded via the host county's Exercise Reporting board in WebEOC. Failure to submit all documents outlined in this policy will result in the Region counties not receiving credit for the exercise requirement.**

6. Crisis Communication and Public Education and Information

A. For further information and guidance regarding this requirement, please direct questions to your Regional Coordinator, SDOEM Preparedness Branch staff at (605) 773-3231.

B. The SDOEM Preparedness Branch can assist local jurisdictions with outreach and awareness activities. For more information, please contact the SDOEM Preparedness Branch staff at (605) 773-3231.

Title: AN ORDINANCE IMPOSING A COUNTY GROSS RECEIPTS TAX AND A USE TAX FOR CODINGTON COUNTY, SOUTH DAKOTA

Ordinance 83 was adopted by the Board of Codington County Commissioners on July 21st, 2026. Thereafter, the Ordinance has been submitted for referendum vote on a petition by qualified registered voters of Codington County for acceptance or rejection of the Ordinance.

State's Attorney's Explanation:

Ordinance 83 provides for a .5% gross receipts and use tax on the gross receipts of persons engaged in business within Codington County who are subject to the Retail Occupational Sales and Service Tax as well as for the privilege of use, storage and consumption of items purchased after the first of January 2027 beginning after the effective date. Counties were granted the authority for the tax under SB 96(2026) codified as SDCL10-52B.

The revenue generated must be deposited into a county property tax reduction fund. The fund must be used to provide credit against the property taxes on property classified as owner-occupied. The credit must be applied in an equal percentage to all qualifying properties.

If the money in the fund exceeds the amount necessary to replace 100% of the taxes on owner-occupied property, the surplus must provide a credit against the property tax on properties classified as agricultural and nonagricultural, in an equal percentage.

The county may use up to two percent of the money deposited into the fund during the first year of the fund, and up to $20,000 in each subsequent year to administer the requirements. The fund may not be used for any other purpose.

A YES vote would approve Ordinance No. 83 as adopted by the Board of County Commissioners on July 21st, 2026. If approved by the voters, the ordinance would become effective on the date permitted under South Dakota Codified Law § 10-52B-10.

A NO vote would disapprove Ordinance No. 83 as adopted by the Board of County Commissioners on July 21st, 2026. The ordinance would not take effect, and no existing Codington County ordinance would be repealed by a NO vote.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS			
EMPLOYEE NAME Teagan Moes			DATE 8/18/2026
EFFECTIVE DATE 8/19/2026	POSITION TITLE Appraiser Assistant		DEPARTMENT Equalization
CURRENT STEP NA		NEW STEP Pay Grade AA/Step A	
CURRENT PAY RATE NA		NEW PAY RATE $18.68/hr	
REASONS FOR CHANGE New Hire			

EMPLOYEE SIGNATURE Teagan Moes

DEPARTMENT HEAD SIGNATURE Shawn Curd

DATE 8/18/26

COUNTY COMMISSIONERS ____________________

DATE ____________________

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS

EMPLOYEE NAME : Name Edwin Henry		DATE: 8/17/2026
EFFECTIVE DATE: 9/1/2026	POSITION TITLE: Corrections Officer	DEPARTMENT: Jail
CURRENT STEP: Step 1	NEW STEP: Step 1	
CURRENT PAY RATE: $27.66	NEW PAY RATE: $27.66	
REASONS FOR CHANGE: Switching from Part-Time to Full-time		

EMPLOYEE SIGNATURE Edi [signature]

DEPARTMENT HEAD SIGNATURE Matt [signature]

DATE 8-17-26

COUNTY COMMISSIONERS ______________________

DATE ______________________

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

PERSONNEL TRANSACTION - NEW HIRE/CHANGE OF STATUS		
EMPLOYEE NAME Charlie Dally		DATE 8/19/2026
EFFECTIVE DATE 9/1/2026	POSITION TITLE FacilitiesTech I Grade #20	DEPARTMENT Ag Building
CURRENT STEP F-Tech I Grade #20	NEW STEP	
CURRENT PAY RATE $24.84	NEW PAY RATE	
REASONS FOR CHANGE Transfer to Ag Building from Government Building No changes for step and pay at this time.		

EMPLOYEE SIGNATURE____________________

DEPARTMENT HEAD SIGNATURE Steve Molengraaf

DATE____________________

COUNTY COMMISSIONERS____________________

DATE____________________

PLEASE SUBMIT FORM TO THE AUDITOR'S OFFICE ONE MONTH PRIOR TO THE EFFECTIVE OR ANNIVERSARY DATE.

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department Weed & Pest

Name of traveling employee ____

Employee title ____ Employee status exempt X nonexempt ___

Purpose of travel Weed Booth

Method of transportation County Vehicle

Destination ____

Departure date and time ____ Destination arrival date and time ____

Return departure date and time ____ Return arrival date and time ____

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.) $0

Lodging expense ____

Meals $ 34 Registration $10

Other costs ____

Overtime costs involved in the requested travel ____

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 X No__

County Commission

Travel request approved: yes____ no ____ Comments ____

Commission Chairman, ____ Date ____

CODINGTON COUNTY

INDIVIDUAL EMPLOYEE TRAVEL REQUEST

Department ____________ WNV ______________

Name of traveling employee ______________________________

Employee title ______________ Employee status exempt _X_ nonexempt ___

Purpose of travel ______________ Conference ______________

Method of transportation ____________ County vehicle ______________

Destination ______________________________

Departure date and time__________ Destination arrival date and time__________

Return departure date and time__________ Return arrival date and time__________

Costs of travel

Conveyance expense (airplane, vehicle mileage, vehicle rental, etc.)____ fuel ____

____

Lodging expense __________ $130 ______________________________

Meals ____ $6 __________ Registration ____ $0 ______

Other costs ____

Overtime costs involved in the requested travel ______________________

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 _X_ No__

County Commission

Travel request approved: yes_____ no _____ Comments ____________________

____

Commission Chairman, ____________________ Date __________