

Gregory County Commission Proceedings

The regular meeting of the Gregory County Commission was held Tuesday, July 7, 2020 at 9:00 a.m. in Burke with the following members present: Jeff Johnson, Myron Johnson, Jessy Biggins, and Bob Hausmann. Members absent: Kelsea Sutton. Also present: Julie Bartling, Auditor and Amy Bartling Jacobsen, State’s Attorney (via telephone).

The meeting was opened and the Pledge of Allegiance was recited.

Approval of Agenda: Motion by Bob Hausmann, second by Myron Johnson to approve the agenda as presented. All members present voted aye. Motion carried.

Approval of Minutes: Motion by Myron Johnson, second by Jessy Biggins to approve the minutes of the June 16, 2020 meeting as read. All members present voted aye. Motion carried.

Conflicts of Interest: The Chair asked if there were any conflicts of interest from members present. None were notated.

Ex-Parte Communications: The Chair inquired if there have been any ex-parte communications by any member present. None were notated.

Public Input: The Commission opened the floor for public input.

Extension Office Hiring: Motion by Bob Hausmann, second by Myron Johnson to hire Ashley Meyer as the Extension Office Administrative Assistant effective July 13, 2020 at \$14.63 per hour. Ms. Meyer will work up to 80 hours between July 13, 2020 and August 14, 2020 and begin as regular 10-month employee on August 17, 2020. All members present voted aye. Motion carried.

Budget Presentations: The following 2021 budgets were presented for preliminary discussion:

Extension Office--	\$ 69,638
Senior Meals--	\$ 5,059
Support of Poor--	\$ 5,425
Predatory Animal--	\$ 5,127
Mentally Ill--	\$ 10,000
Soil Conservation--	\$ 30,000
Elections--	\$ 1,650
Domestic Abuse--	\$ 400
Operating Transfers	\$ 955,000

Gregory County Soil Conservation Report: Kay Don Jons, David Jones and Kenneth Steele, representing the Gregory County Soil Conservation District, met with the Commission to present the District’s 2019 Financial Report.

Approval of Claims: Motion by Jessy Biggins, second by Bob Hausmann to approve the following claims:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County as of June 30, 2020.

Total Amount of Actual Cash..... \$ 525.00

Checking Account.....	\$ 2,922,531.08
Insufficient Fund Checks.....	\$ 00.00
Cash Over.....	\$ 79.39
TOTAL.....	\$ 2,923,135.47

Julie Bartling, Gregory County Auditor
County of Gregory)
) SS
State of South Dakota)

Statement of fees collected in the Register of Deeds Office for the month ending June 30, 2020 in the amount of \$3,578.34.

Statement of fees collected in the Sheriff's Office for the month ending June 30, 2020 in the amount of \$452.50.

Statement of fees collected in the Clerk of Courts Office for the month ending May 31, 2020 in the amount of \$5,902.87, and June 30, 2020 in the amount of \$3,86.94.

June 2020 Payroll
(Listed by office)

Wellmark-\$20,791.25	SDRS-\$12,681.62
AFLAC-\$861.91	SDSRP-\$100.00
1 st Fidelity Bank 941 Deposit-\$25,147.10	Ft. Randall Credit-\$100.00
Office of Child Support-\$1,015.00	First Fidelity ACH Fee \$25.00
AAA Collectins-208.25	
Commissioners-\$3,087.28	Auditors-\$6,492.80
Treasurers-\$8,190.16	States Attorney-\$7,155.07
Courthouse-\$4,120.38	DOE-\$7,972.07
ROD-\$7,807.70	VA-\$686.26
Sheriff-\$22,909.39	Solid Waste-\$3,122.39
Nurses-\$3,753.30	4-H/Youth-\$1685.80
Weed-\$4,537.36	Planning/Zoning-\$728.37
Road and Bridge-\$61,072.77	EMD-\$1,592.00
24/7 Sobriety Test-\$1,019.16	
A-Ox Welding Supply Company	538.56 R&B Supplies
American Stamp & Marketing Pro	215.20 Election Supplies
Appearra	119.92 R&B Supplies
ATCO International	115.13 R&B Supplies
Avera Gregory Hospital	318.00 Courts
B&L Communication	6,246.23 Tower
Mark Bailey	150.00 Clothing Allowance
BG's Electronics	22.99 4-H Supplies
Bob Grubs & Sons	1,876.43 R&B Repairs
Bonesteel Enterprise	243.74 Publishing
Bonesteel Fire Department	7,515.74 Bank Franchise Tax
Burke City Finance Office	946.36 Utilities
Burke Fire Dept.	8,668.08 Bank Franchise Tax
Burke Gazette	237.56 Publishing
Burke One Stop	23.00 Courthouse Supplies
Burke Postmaster	14.70 Election Postage
True Value Hardware-Burke	299.94 Supplies

Butler Machinery	5,847.07	R&B Repair & Supplies
CenturyLink	228.57	911 Contract
CHS Winner	10,632.03	R&B Supplies
Ciavarella Design	3,075.00	Window Replacement
Community Memorial Hospital	170.00	Courts
Dakota Auto Care	1,271.06	Weed Repairs
Dakota Resources	498.95	2020 Coaching Fees
Dallas Fire Dept.	5,598.38	Bank Franchise Tax
Dallas Town	33.50	R&B Utilities
DataSpec Inc	449.00	Veteran's Yearly Fee
DrugTestsinBulk	180.41	24/7 Supplies
D S Solutions	175.00	Election Supplies
Election Systems & Software	1,641.55	Election Supplies
Evergreen Office Solutions	33.00	State Atty User Charges
Executive Management	67.85	Email & Access Fee
Fairfax Fire Department	5,598.38	Bank Franchised Tax
First National Bank Omaha	234.28	4-H, Sheriff, St. Atty Supp
Floyd's Truck Center	76.14	R&B Repairs
Galls, LLC	774.20	24/7 & Sheriff Supplies
Golden West	1,406.18	Utilities
Goldstar Products, Inc.	529.67	Solid Waste Supplies
Green's Grocery	38.27	Courthouse Supplies
Gregory Building Center	122.45	R&B Supplies
Gregory Co. Treasurer	8,187.89	Partial Payment
Gregory Fire Department	9,087.89	Bank Franchise Tax
Gregory Times Advocate	222.60	Publishing
Gregory Co. Rod	132.00	Farm & Home Plat Books
Grossenburg Implement	14.40	R&B Repairs
H & J Sales	100.00	Service
Justin Hatheway	75.00	Refund Building Permit
Hughes County Finance Office	4,130.00	Jail Housing
Interstate Battery System	26.05	R&B Supplies
Jim's Garbage Service	340.00	Utilities
Laura Kahler	16.22	Seeds for Workshop
Kennebec Telephone Company	43.80	911 Contract
Kimball Midwest	729.55	R&B Supplies
Lane's Diesel Service	490.00	R&B Repairs
Lewis & Clark Behavioral	178.00	Mentally Ill
Lincoln County Treasurer	352.50	Mentally Ill
Loiseau Construction Inc.	201,098.34	R&B Supplies
Main Street Auto	322.48	R&B Repairs/Supplies
Marco	183.17	Copier Supplies
Mathis Implement Trust	686.49	R&B Repairs
Nikki Matucha	128.23	Reimbursement
Meyerink Farm Service	924.47	R&B Repairs
Microfilm Imaging Systems	244.50	Rod Monthly Rental
Naper Transport, Inc.	6,987.77	R&B Supplies
Nelson Machine & Welding	37.65	R&B Repairs
Office of Child & Family	1,335.52	2020 3rd Quarter
Office Products Center	1,062.61	Supplies
Peterbilt Of Sioux Falls	272.63	R&B Repairs
Peterbilt Of Norfolk	214.78	R&B Repairs
Purvis Electric	191.53	R&B Repair
RDO Equipment Co.	5,163.60	R&B Repairs
Redwood Toxicology Laboratory	119.61	24/7 Supplies

Rosebud Auto	3,790.41	R&B Repairs/Supplies
Rosebud Electric Cooperative	221.52	Utilities
Rosebud Farmers Union	3,797.03	R&B Utilities, Repair, Supply
Runnings	585.33	Supplies
S. Missouri Recycling & Waste	769.66	Solid Waste Rental
Schreiber Law Firm Prof LLC	650.25	Court Appointed
Scott's Auto Repair	63.50	Sheriff's Maintenance
SD Dept. Of Revenue	115,117.67	State Remittance
SD Public Health Lab	240.00	Courts
SDSU Extension	45.60	State Van Travel
Southern Plains Behavioral	1710.00	Mentally Ill
Spann Construction	1072.43	Labor on Door Installation
Sandy J Steffen Law Office	926.35	Court Appointed
Titan Machinery	110.00	R&B Repairs
Tripp County Water User Dist.	30.20	R&B Utilities
True North Steel, Inc.	12,806.85	R&B Supplies
US Bank Voyager Fleet System	1,211.85	Sheriff & EMF Supplies
Vander Haags, Inc.	2,295.00	R&B Repairs
Verizon Wireless, Bellevue	376.62	Utilities
Village of Stuart	2,099.88	R&B Supplies
Winner Police Department	4,055.00	Jail Housing
WW Tire Service	960.00	R&B Repairs
Yellow Robe Consulting Inc.	1,500.00	Courts

All members present voted aye. Motion carried.

Executive Session: Motion by Jessy Biggins, second by Myron Johnson to enter into executive session at 10:16 a.m. to discuss legal matters. All members present voted aye. Motion carried.

Motion by Bob Hausmann, second by Jessy Biggins to adjourn from executive session at 11:08 a.m. with no action taken. All members present voted aye. Motion carried.

Road Concerns: Larry and Janice Schweigert, and Ray Schweigert met with the Commission to discuss concerns over accumulated water on their property due to water coming over the road by their place. The culvert is too small, and the Schweigerts are wondering about a larger pipe.

Brad Ellwanger, Highway Superintendent, explained that by putting a larger pipe in by Larry and Janice Schweigert's, he would have to replace a number of culverts further down the road so as to not wash out the pipes and more of the road, as well as a state bridge over the road.

The Commission will continue discussion about the matter to see what can be done to alleviate the problem.

Highway Department Report: Brad Ellwanger, Highway Superintendent, reported on road projects underway throughout the county.

Local Government COVID Recovery Fund: Motion by Jessy Biggins, second by Bob Hausmann to offer the following resolution:

Gregory County Resolution Number 2020-07-07

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH CRISIS

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, Gregory County acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, Gregory County acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, Gregory County seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, Gregory County acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for Gregory County most recently approved as of March 27, 2020; and

WHEREAS, Gregory County acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the County Commission of Gregory County that the Chairperson of the Gregory County Commission may execute any and all documents as required by the State in order to receive CARES Act funds.

IT IS FURTHER RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) Were not accounted for in the County budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

IT IS FURTHER RESOLVED that the County will not request reimbursement from the State under the CARES Act for costs for which the County previously received reimbursement, or for which the County has a reimbursement request pending before another source.

Approved and adopted this 7th day of July, 2020.

Upon roll call: Bob Hausmann-aye; Kelsea Sutton-absent; Jessy Biggins-Aye; Myron Johnson-aye; Jeff Johnson-aye. Resolution passed.

Motion by Jessy Biggins, second by Myron Johnson to authorize the Chair to enter into the following agreement with the State of South Dakota, Bureau of Finance and Management, for reimbursement of COVID-19 expenses incurred by the county during the period of March 1, 2020 through December 30, 2020.

**STATE OF SOUTH DAKOTA
LOCAL GOVERNMENT COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT**

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the "State") and, Gregory County, a political subdivision of the State of South Dakota, of 221 East 8th Street, Burke, South Dakota (the "Sub-recipient").

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury ("Treasury") guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
 - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
 - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
 - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
 - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
 - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.
 - E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Subrecipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.

3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. 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.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Subrecipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 et seq.). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
 - Conflict of interest;
 - Mandatory disclosures;
 - Pre- and post-award requirements;
 - Cost principles;
 - Financial reporting;
 - Pass-through/sub-recipient requirements;
 - Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's

reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 et seq.
6. Indemnification and Remedies
 - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
 - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Subrecipient hereby agrees to repay the State an amount equal to any amount disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.
 - C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. 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. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a)

ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.

8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
10. 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.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are 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.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
 - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed subcontractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-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 subcontractors, sub-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 subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.

- B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. 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.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:
- Byrd Anti Lobbying Amendment (31 USC 1352); 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; 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.
15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.
18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to Liza Clark on behalf of the State, and by and to Jeff Johnson, on behalf of the Subrecipient, 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.
19. 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. 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. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE
 By: _____
 Liza Clark, Commissioner
 Bureau of Finance and Management

SUB-RECIPIENT
 By: _____
 Jeff Johnson, Chairperson
 Gregory County

Upon roll call: Bob Hausmann-aye; Kelsea Sutton-absent; Jessy Biggins-aye; Myron Johnson-aye; Jeff Johnson-aye. Resolution passed.

Adjourn: Motion by Bob Hausmann, second by Myron Johnson to adjourn. All members present voted aye. Motion carried.

ATTEST: _____
 Julie Bartling, Gregory Co. Auditor

 Jeff Johnson, Chair