

FALL RIVER COUNTY UNAPPROVED MINUTES OF AUGUST 07, 2025

The Fall River Board of County Commissioners met in regular session on August 07, 2025. Present: Joe Allen, Les Cope, Joe Falkenburg, Deb Russell, Sandra Wahlert and Sue Ganje, Auditor.

An invocation was given by Wahlert.

The Pledge of Allegiance was given, and the meeting was called to order at 9:00 a.m.

The agenda was reviewed for conflicts; Commissioner Deb Russell noted a conflict in setting the Veteran Service Officer's pay rate. No other conflicts were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcountries.org> or on Facebook on the Fall River County website.

Motion made by Wahlert, seconded by Cope, to approve the agenda with amendment to remove Teresa Pullen, Treasurer and to change an item under the Sheriff relating to the cost of a Bullet Proof vest from \$1,1335.50 to \$1,335.50. It was noted that the cost of the Dynamic Drum Roller will increase from \$13,500 to \$14,310 due to sales tax.

Motion made by Russell, seconded by Allen, to approve the July 3rd and July 17th, 2025 Fall River County Commission minutes.

Motion made by Russell, seconded by Allen, to approve travel for Stacy Schmidt, Deputy Auditor, Teresa Pullen, Treasurer, Melody Engebretson, Register of Deeds, and Tony March, Highway Superintendent and any others wanting to attend the SDACC Fall County Convention in Pierre. Deb Russell noted that she wished to attend.

Motion made by Cope, seconded by Wahlert, to approve an increase in longevity for Jennifer Mraz, Jailer from \$50.00/month to \$75.00/month, as per the Union Contract.

Motion made by Russell, seconded by Cope, to set a Supplement hearing for August 21st, 2025, at 10:00 a.m.

There were no County Assistance/Death Expense requests to present.

Stephen Kilber, Albertson Engineering, met with the Board. The following bids were received for repair to the Grand Staircase outside the Courthouse front door. Rangle Construction out of Rapid City, SD bid \$75,000.00 plus \$5,000.00 for tucking repairs; Complete Construction bid \$52,621.00 plus \$5,000.00 for tuckpointing; and RSC bid \$70,000.00 plus \$5,000.00 for the tucking.

Motion made by Wahlert, seconded by Cope, to accept the low bid from Complete Construction in the amount of \$52,621 plus \$5,000 for the tuckpointing.

Dar Coy, Emergency Manager, met with Board. He provided updates regarding the discharge site at Angostura Reservoir, and that the area was added to Code Red, for weather notifications, noting that Stacey Martin, GIS Coordinator had added some bullet points under the Emergency Management tab on the Fall River County website. He reported that a firefighter that passed away while heading to a grass fire north of Murdo, SD. Coy also reported that they had a Homeland Security meeting and all items requested were approved.

Motion made by Russell, seconded by Wahlert, to approve the Chairman to sign the LEOP Adoption page.

Motion made by Wahlert, seconded by Russell, to approve travel for Dar Coy to travel to Pierre, August 12, 2025 for the G-191 Course, to include lodging and per diem.

Coy said that he will be back in September to ask the Board to consider approval for a new pickup. Frank Maynard, former Emergency Manager, will be getting a Lifetime Achievement Award from the Emergency Management Association. People were burning wood scraps in the vicinity of Cascade, it is too dry and may have been within the BH Fire protection boundaries.

Lyle Norton, Sheriff, met with Board. Norton presented 2 quotes for E3 Safety System, one for the Courthouse location and the second one for the Director of Equalization, Highway Shop, and the South Annex locations. Norton then mentioned that he is pursuing a grant that would cover 75% including the cost of installation that Fall River County would be eligible for.

Motion made by Wahlert, seconded by Russell, to pursue the aforementioned grant for the E3 Safety System.

Motion made by Russell, seconded by Wahlert to approve hire for Cherelle Hughes, Certified Sheriff Deputy, effective 08/21/2025 at \$25.50/hr, as per Union Contract.

Motion made by Russell, seconded by Wahlert to approve the purchase of a bullet proof vest from the Hot Springs Police Department for Hughes, at the cost of \$1,133.50.

There are 10 inmates in house, 7 Female, 3 Male and 1 Male in Meade County for a total of 11 inmates. Norton then reported that the Reliance System is being installed as well.

Tony March, Highway Superintendent, met with Board.

Motion made by Allen, seconded by Russell, to approve the purchase of a 2012 Dynapac CC722 Vibratory Tandem Smooth Drum Roller from Big Iron Auctions in the amount of \$14,310.00.

Motion made by Russell, seconded by Wahlert, to approve the purchase of a 2007 V-Plow in the amount of \$20,000.00 with Cope voting no, all other voting yes, motion carried.

The fuel quotes were as follows: Nelson's Oil & Gas \$2.80/gal for \$8,000 gallons of #2 dyed diesel; MG Oil \$2.8199/gallon for \$8,000 gallons of #2 dyed diesel; Stern \$2.9042/gallon of #2 dyed diesel; Vollan \$2.825/gallon of #2 dyed diesel; CBH declined to bid.

Motion made by Allen, seconded by Wahlert, to accept the low bid from Nelson's Oil & Gas bid in the amount of \$2.80/gallon for 8,000 gallons of #2 dyed diesel.

The propane quotes were as follows: Nelson's Oil & Gas \$1.70/gal for 2- 1,000 gallon propane tanks; CBH \$1.25/gallon for 2- 1,000 gallon propane tanks; Stern \$1.80/gal for 2 1,000 gallons of propane tanks; Beguin \$1.55/gal for 2- 1,000 gallon of propane tanks; Vollan declined to bid, and MG Oil did not respond.

Motion made by Russell, seconded by Wahlert to accept the low bid from CBH Co-op in the amount of \$1.25/gallon for 2- 1,000 gallon propane tanks.

March reported that the Highway Department was laying asphalt on Hot Brook Canyon Rd and would need a message board to let people know there is no outlet and there will be delays. They would like to lay the asphalt down from 10 a.m. to 2 p.m. during limited traffic times. The oil must be set up and dry, which takes about an hour of time. Then they will lay the asphalt, which will take approximately 30 minutes to dry. The message board with the times and dates of when they will begin would be beneficial.

Motion made by Wahlert, seconded by Russell, to approve the rental of a message board for the aforementioned use.

The P.I.L.T. money hearing began. Cope reported that he worked for the school, however, he didn't think it would affect his vote. Edgemont School is ineligible for impact aid due to date changes in the law. Falkenburg mentioned that Oglala Lakota County keeps all of their P.I.L.T. money, Falkenburg had concerns with the fire departments and ambulance services.

Shane Miller, Edgemont School Board Member and County resident, met with Board.

The Edgemont School District has 430,000 acres. Of that, 140,000 acres are Federal Land, which is approximately 1/3 of the land. They taxed that at 10% which is \$44,000, therefore it is \$3.30/acer for Federal Land. According to their levy, they are only getting about 50% and the City of Edgemont is getting a little less than that.

Jason Mazochino, Hot Springs School Board Member, met with Board. He mentioned that the school is facing multiple budget issues and is asking if the County has any way to assist with the growing budget because it will be over half a million dollars for two curriculums.

Motion made by Cope seconded by Russell, to keep it the way it is.

Joe Allen reported that the representatives from Johnson Construction came and looked at all of the facilities to come up with some answers for the Board. Falkenburg reported that there is a standstill between the County and the City of Hot Springs regarding the cost of the Dispatch Center.

Motion made by Russell seconded by Cope, to set a Special Meeting for August 13th, 2025 at 9 a.m. to work on the provisional budget.

Sue Ganje, County Auditor, met with Board.

Motion made by Russell, seconded by Wahlert to set August 21st, 2025, to begin Union negotiations in Executive Session.

Motion made by Russell, seconded by Wahlert to approve the purchase of an HP Pro Mini 400 G9 computer for the Auditor's Office in the amount of \$1,423.00.

Ganje reported that Cindy Burns will be coming back for an extended time to help with payroll to work on retirement and would like approval of 40 hours.

Motion made by Wahlert, seconded by Russell to approve an additional 40 hours for Cindy Burns at her current rate of pay and to keep full insurance for her for the next month

There was a small discussion about payables and payroll auditing

Motion made by Wahlert, seconded by Russell, to move the discussion to the August 13, 2025 meeting

Keith Neugebauer, met with Board.

Motion made by Cope, seconded by Wahlert, to approve the Plat of North Angostura GSR Tract 1 as follows contingent on taxes being current:

FALL RIVER COUNTY RESOLUTION #2025-21

A Plat of North Angostura GSR Tract 1 in the NE1/4 of Section 22, Township 8S, Range 6E, of the Black Hills Meridian, Fall River County, South Dakota

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 7th day of August, 2025.

/S/ Joe Falkenburg

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor
Fall River County Auditor

Motion made by Wahlert, seconded by Russell, to approve the bills as follows:

GENERAL FUND

AMAZON CAPITAL SERVICES	SUPPLIES/EQUIPMENT	\$1,300.22
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Jail-\$205.68 RECEIPT BOOKS X 24, \$10.32 LENS CLEANING WIPES; Sheriff-\$30.68 HEAVY DUTY STAPLER X 2, \$17.99 MAGIC TAPE 12 ROLLS, \$9.99 THERMAL LAMINATING POUCHES, \$23.98 DREMEL ENGRAVER, \$3.48 SHARPIE METALIC PERM MARK, \$9.99 EXTRA LARGE BINDER CLIPS, \$119.87 HP DOCUMENT & PHOTO SCANNER, \$127.85 NEAT RECEIPTS MOBILE SCAN, \$7.28 NARROW RULED NOTE PADS 12, \$18.99 CUSTOM SIGNATURE STAMP; Building-\$169.72 PST5 UPS STANDBY POWER X4, \$233.40 TIDE PODS/JAIL LAUND X 12, \$99.98 CORDLESS VACCUUM; Auditor-\$27.99 WIRELESS KEYBOARD/MOUSE, \$16.61 DATE STAMP, \$26.02 SEC SELF SEAL ENVELOPES, \$9.59 WI EAR BUD 5 PK (COMM MTG), \$17.45 REC'D DATE STAMP; ROD-\$24.99 KEYBOARD DUSTER AIR SPRAY; Treasurer-\$27.87 3 RING BINDERS 1", \$39.98 INV TAPE 48 PK, \$47.99 COLORED CARD STOCK 250; Elec-\$119.80 LABELS PRINTER CARD STOCK

BENNETT, GLORIA	REPL LOST TREA CK 77	\$37.73
BOCHE, CAROL	TRAVEL REIMB FOR WIT	\$201.00
BLACK HILLS CHEMICAL	SUPPLIES/CHEMICALS	\$1,733.39

\$679.96 INV 293979A BWT BOILER TREATX5, \$45.25 INV 296079 12-16 GAL TR BAGS, \$38.85 " " WHITE SWAN MULTI TOWEL, \$69.97 " " EMPRESS 2PLY TP, \$43.20 " " SPAR TOILET CLEAN X 12, \$50.99 " " 45 GALLON TR BAGS, \$45.25 INV 296078 12-16 GAL TR BAGS, \$39.96 " " URINAL CAKES (12) X 12, \$111.20 " " WHITE SWAN MULTI TOWEL, \$38.85 " " WHITE ROLL TOWEL

BLACK HILLS ENERGY	UTILITY	\$4,051.77
BLESSING, BRETT	VOID/CHECK REPLACED/	-\$9.00
BOMGAARS	SUPPLY	\$259.98
BOMGAARS	SUPPLIES	\$31.92
BURNS, CYNTHIA	REIMBURSEMENT	\$20.00
CENTURY BUSINESS LEASING	COPIER USE/LEASE	\$978.07
CLINICAL LABORATORY OF	AUTOPSY	\$3,592.00
COLBATH & SPERLICH, PC	CAAF/A & N	\$15,682.70
CULLIGAN SOFT WATER	SOFTNER RENTALS	\$326.90
CULLIGAN SOFT WATER	VOID/INCORRECT GL CO	-\$667.40
EDGEMONT SENIOR CITIZENS	2025 ALLOTMENT	\$3,500.00
EN-TECH LLC	EXTERMINATOR SERVICE	\$450.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$64.25
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	\$6,935.10
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	\$6,935.10
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	-\$6,935.10
GOLDEN WEST	GOLDEN WEST PHONE	\$2,300.77
GOODSHRED	SHREDDING SERVICES	\$397.00
GRIMM'S PUMP SERVICE INC	SUPPLIES/MAINTENANCE	\$9.23
HENRY COUNTY, MO	PAPER SERVICE 54656	\$30.00
HOT SPRINGS ACE HARDWARE	SUPPLIES/PARTS	\$447.38

Building-\$15.29 " " RAGS PAPER 12X10" 200 PC, \$17.09 " " TOILET FILL VALVE, \$8.99 " " SPLY TOI3/8CX7/8BCX12"SS, \$14.39 " " QTVALVES5/8ODX3/8ODSTRLF, \$7.19 INV 359613 MOUSE TRAP NO TOUCH, \$7.19 " " MOUSE TRAP GLUE 2 PK, \$13.66 " " MOUSE GLUE TRAP PRO 4PKX2, \$16.19 " " QT VLV1/2CPVC X3/8 ST LF, \$68.38 INV 359461 BALLAST ELEC 3-4, \$6.29 " " FOAM WASP&HORNET KLR 14OZ, \$7.18 " " WASHING MACHINE CLNR LMN, \$16.19 " " STAPLE 5/16" T50 STNLS, \$7.19 " " STAPLE 3/8" T50 1250 PK; Sheriff-\$6.29 INV K59518 HEAVY DUTY PLATES, \$816.17 " " 409 MULTI SRFC SPRAY 32OZ, \$31.46 " " CLOROX CLEANUP FRESH 32OZ, \$15.29 " " RAGS PAPER 12X10" 200 PC, \$7.19 INV 359155 CLOROX SPLASHLESS, \$7.19 " " CLOROX GERMICIDL 81OZ, \$12.58 " " CLOROX CLNR BLCH 32OZ, \$6.29 " " CLOROX CLEANUP FRESH 32OZ, \$4.49 " " DAWN ULTRA DSH SOAP 18OZ, \$15.29 INV 358902 RAGS PAPER 12X10", \$12.58 " " CLORX CLEANUP FRESH 32X2, \$12.58 " " CLOROX CLNR BLCH 32OZ X2, \$7.19 " " CLOROX SPLASHLES 77OZ, \$6.83 " " BATHRM CLEANR CTRUS 32 OZ; Weed & Pest-\$8.99 INV 359009 CABLETIE 8" 75# 100, \$13.49 " " ELEC TAPE 5PK; Extension-\$28.78 INV 359016 ACE DUCT TAPE 55 YR X2, \$5.93 " " DUCT TAPE PINK 15 YRDS, \$5.93 " " DUCT TAPE LIME 15 YRD, \$5.93 " " DUCT TAPE ORG 15 YRD, \$26.98 " " STORAGE BOX NAVY 10 GL X2

CITY OF HOT SPRINGS	CITY WATER BILL	\$635.99
CITY OF HOT SPRINGS	SPECIAL ASSESSMENTS	\$56,586.35
HUSTEAD LAW OFFICE, P.C.	CAAF/MENTAL ILLNESS	\$5,803.76
JENNIGES, EDITH	REIMB FOR SURETY BOND	\$50.00
JOHNSON, CAROL	COURT REPORTER	\$14.70
LECY, JEANNINE	CONSULTING SERVICES	\$5,210.00
LYNNS DAKOTAMART	INMATE SUPPLY	\$15.99
LYNNS DAKOTAMART	INMATE MEDS	\$15.99
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$2,333.27
QUADIENT LEASING USA, INC	POSTAGE MACHINE LEASE	\$918.00

MARCO	COPIER LEASE	\$193.04
MARTY'S TIRE & AUTO BODY	REPAIRS/MAINTENANCE	\$582.00
\$92.00 INV 12446 '24 DODGE 1500 BRK, \$47.00 REAR BRAKE PADS, \$128.00 REAR BRAKE ROTOR 9100 0W-20 X 7 QT OIL, \$14.00 OIL FILTER, \$210.00 LABOR X 3		
MASSA DENTAL OFFICES PC	INMATE DENTAL EXPENS	\$93.40
MASTEL, BRUCE	DATABASE SETUP & MON	\$70.00
MASTERCARD	MASTERCARD	\$891.73
Treasurer-\$26.54 SUBSCRIPTION TO WHITEPAGES, \$14.00 EMAIL, DOE-\$40.49 FUEL, \$99.89 SUBARU BRAKES, \$48.12 TRACFONES, \$42.00 EMAIL, St Attorney-\$31.40 CAR RENTAL, \$7.00 EMAIL, JAIL-\$55.51 BLOOD DRAW SUPPLIES, \$14.00 EMAIL, SHERIFF-\$22.29 STAMPS, \$14.40 STAMPS, \$79.60 FLOOR MATS, \$175.93 FUEL, \$1.20 POSTAGE, \$77.00 EMAIL, \$8.58 CAR WASH, GIS-\$30.78 WEBSITE, \$7.00 EMAIL, COURTHOUSE- \$26.00 EMAIL ROD-\$14.00 EMAIL, VSO-\$7.00 EMAIL, AUDITOR- \$7.00 EMAIL, WEED & PEST \$7.00 EMAIL, IT- \$35.00 EMAIL		
MAVERICK TIRE & AUTO	INVOICE 042549	\$204.78
Sheriff-\$11.95 INV 042527 OIL CHANGE LABOR, \$48.93 CHEVRON FULL SYNTHETIC X 7, \$7.38 OIL FILTER, \$11.95 INV 043183 OIL CHANGE LABOR, \$48.93 CHEVRON FULL SYNTHETIC X 7, \$7.38 OIL FILTER, \$7.38 INV 042777 OIL FILTER, \$11.95 LABOR/CHANGE OIL/FILTER/CK FL, \$48.93 CHEVRON FULL SYNTHETIC OIL X 7		
MEADE COUNTY AUDITOR	INMATE HOUSING	\$2,850.00
MEDICAL WASTE TRANSPORT	UTILITY	\$189.30
MICROFILM IMAGING SYSTEMS	LEASE	\$140.00
MONUMENT HEALTH	CORONER CHARGES	\$1,000.00
NORTON,TINA	CONTRACT NURSE INMATE	\$2,103.00
ONSITE FIRST AID, LLC	FIRST AID SUPPLIES	\$392.48
PAYLOCITY	PROFESSIONAL SERVICE	\$1,393.17
WITNESS	GAS/MEAL REIMB FOR W	\$219.05
PENNINGTON COUNTY JAIL	VOID CK 80454/ALREADY	-\$315.00
PHEASANTLAND INDUSTRIES	STREET/HWY SIGNS	\$4,141.51
RUSSELL, LANCE	TRAVEL REIMBURSEMENT	\$320.16
ADDICTION RECOVERY CENTER	OPIOID FUNDING REQUEST	\$24,405.00
SCHAEFER, AUSTIN	RURAL ATTORNEY CONTR	\$4,379.76
SDACC	2025 COUNTY CONVENTION	\$660.00
SDACC	'25 FALL CONFERENCE	\$220.00
STATE 4-H OFFICE	TRAVEL/'25 STATE FAIR	\$85.00
SERVALL	RUG SERVICE	\$792.08
SKINNER, MATTHEW L. PC	CAAF/MAG	\$5,907.85
SOFTWARE SERVICES INC	ACCOUNTING SERVICES	\$1,600.00
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$1,475.00
SOFTWARE SERVICES INC	SOFTWARE SERVICES	\$1,275.00
SOFTWARE SERVICES INC	SOFTWARE SERVICES OVERPYMT	-\$1,475.00
STEVENS AUTOMOTIVE	VEHICLE SERVICE/MAINT	\$63.38
STURDEVANT'S AUTO VALUE	PARTS	\$71.59
\$12.62 INV 831035672 XP OIL FILTER, \$36.99 " " 5 QT MOBIL 0W20 AFE, \$21.98 " " 1 QT MOBIL 0W20 AFE X 2		
STURDAVENTS AUTO WEED & PEST	PARTS	\$117.59
\$89.99 INV 831036401 YELLOW WARN LIGH, \$10.62 " " D ALKALINE BATTERY, \$16.98 INV 831036400 BLADE FUSE X 2		
TEXEL-GELDERT, KEELY	COURT REPORTER	\$15.50
VERIZON WIRELESS	VERIZON WIRELESS	\$837.05

FEES, IRMA	BLOOD DRAW SERVICES	\$525.00
MOLITOR, DALE	REISSUE FOR CHECK 73	\$3,000.00
MOLITOR, DALE	VOID/LOST CHECK REIS	-\$3,000.00
WESTERN DAKOTA TECH	WESTERN DAKOTA TECH	\$280.00
COMMISSION	WAGES & BENEFITS	\$7,305.35
AUDITOR	WAGES & BENEFITS	\$28,555.60
TREASURER	WAGES & BENEFITS	\$20,415.17
ST ATTY	WAGES & BENEFITS	\$21,446.04
MAINTENANC	WAGES & BENEFITS	\$10,494.54
ASSESSOR	WAGES & BENEFITS	\$26,318.55
REG/DEEDS	WAGES & BENEFITS	\$15,674.07
VET'S	WAGES & BENEFITS	\$5,483.64
GIS	WAGES & BENEFITS	\$6,114.79
SHERIFF	WAGES & BENEFITS	\$67,531.84
JAIL	WAGES & BENEFITS	\$42,115.08
EXTENSION	WAGES & BENEFITS	\$3,586.23
WEED	WAGES & BENEFITS	\$8,096.13
	TOTAL FOR GENERAL FUND	\$432,097.51

COUNTY ROAD & BRIDGE FUND

A & B WELDING SUPPLY CO.	WELDING SUPPLIES	\$444.62
ADVANCED DRUG TESTING	RANDOM DRUG TEST CDL	\$93.60
AMAZON CAPITAL SERVICES	SUPPLIES/EQUIPMENT	\$584.39

\$23.51 FLEX RUMMER ANTENNA, \$10.36 SCOTCH MAGIC TAPE 12 ROLLS, \$535.96 48" REFLECT RD WK SIGN X 4, \$48.99 910XL INK CARTRIDGES 4 PK, \$12.79 CATERPILLAR EQUIP KEYS, \$45.99 910XL INK CART 4 PK, \$12.79 CATERPILLAR EQUIP KEYS, \$15.99 24 PC COLORED MANILLA FOLD, -\$69.99 RETURNED CAMERA, -\$66.99 RETURNED INK, \$14.99 COLORED MANILLA FOLDERS 24

BIGIRON AUCTION	EQUIPMENT AUCTION	\$14,310.00
BLACK HILLS ENERGY	UTILITY	\$344.90
BOMGAARS	SUPPLIES/PARTS/TOOLS	\$1,464.21

\$219.99 INV 88649636 IMPACT WRENCH, \$129.99 " " SPRAYER 25 GAL, \$24.99 " " CABLE, \$19.99 " " SWITCH, \$8.99 " " OFFSET LINK, \$4.99 " " CONNECTING LINK, \$11.99 INV 88653089 SUCTION GUN, \$32.99 " " OIL STABILIZER, \$32.99 " " OIL STABILIZER, \$32.99 INV 88648262 HIGH TEST CHAIN, \$15.99 INV 88649943 RATCHET STRAP 4PK, \$31.99 " " ROLLER CHAIN TOOL, \$44.99 " " ROLLER CHAIN, \$69.99 INV 88652645 TOW CHAIN, \$3.96 " " FASTENERS, \$4.76 " " FASTENERS, \$10.99 INV 88650423 SPRAYPAINT, \$5.49 " " MUFFLER CLAMP, \$5.49 " " MUFFLER CLAMP, \$12.99 " " WEATHERCAP, \$64.99 MUFFLER, \$6.99 INV 88651956 SPRAYPAINT, \$10.99 " " GORILLA DUCT TAPE, \$6.49 " " DUCT TAPE, \$5.99 " " SPRAYPAINT, \$7.99 INV 88644019 MAGNETIC TRAY, \$7.99 " " MAGNETIC TRAY, \$1.79 " " FASTENERS, \$4.99 " " FASTENERS, \$9.99 " " STRAP STORAGE HVY DU, \$24.99 INV 88644440 HITCH PIN, \$24.99 " " HITCH PIN, \$14.99 " " HITCH PIN, \$14.99 " " HITCH PIN, \$6.99 " " HITCH PIN, \$19.99 INV 88644963 PIPE NIPPLE, \$5.58 " " PIPE ELBOW X 2, \$6.49 " " PIPE NIPPLE, \$2.79 " " PIPE NIPPLE, \$2.78 " " INSERT ADAPTER, \$5.94 VINYL TUBING, \$4.29 PIPE TEE, \$3.99 PIPE BUSHING, \$8.99 HOSE BIBB, \$7.11 INV 88647102 DRILL BIT, \$29.98 INV 88654925 BEARING INSERT X2, \$9.98 " " FLANGE X 2, \$23.36 INV 88655399 BULK BOLTS, \$14.99 INV 88655089 PLIERS TONGUE & G, \$29.99 " " WRENCH SET/ADJUSTABLE, \$7.29 " " BULK BOLTS, \$1.69 INV 88656547 ADAPTER, \$59.98 " " SPRAYER TIP X 2, \$12.99 " " GASKET SEAT, \$3.58 " " BARB HOSE STRAIGHT X 2, \$7.96 " " HOSE CLAMP X 4, \$89.99 " " PUMP 12 V, \$59.99 " " PUMP 12VDC, \$4.05 INV 88655025 WIRE ROPE CLIP, \$8.98 " " CAR AIR FRESHENER X 2, \$80.98 " " ROLLER CHAIN X 2, \$5.39 " " CONNECTOR LINK, \$7.99 INV 8856547 FITTINGS

BUTLER MACHINERY CO.	EQUIPMENT/REPAIR/PAR	\$5,588.12
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\$558.00 INV 06WO0225202 TRSHOOT PTO, \$180.00 " " ADJUST PTO CABLE, \$15.80 " " PTO SEAL N, \$6.64 " " PTO SEAL, \$74.18 " " MTO 5 GAL, \$214.78 " " REPLACE PTO DRIVE SWITCH, \$400.00 INV 06WO0224823 TRSHOOT CAMERA, \$570.00 " " TRAVEL TO/FROM MACHINE, \$473.75 INV 06WO0225389 REPL BATTERY, \$215.00 " " REPLACE BATTERY CABLE, \$760.35 REPAIR MODEL 35GFD72757, \$475.00 TRAVEL TO/FROM MACHINE, \$499.00 INV 06CT0001296 CONT 1327-25, \$605.62 INV 06PS0713844 BLADE PARTS, \$540.00 INV 06WO0225202 LABOR

CBH CO-OP	PROPANE	\$1,928.25
CITY OF EDMONT (UTL)	CITY OF EDMONT WAT	\$87.40
FLOYD'S TRUCK CENTER	REPAIRS/PARTS	\$538.90

\$93.26 INV X201166897:01 CARRIER ASSY, \$100.72 REINFORCEMENT ASSY, \$72.76 INV X201166789:01 BLOWER ASSY, \$35.92 CLAMP-98 IN LB CT, 41N CONVO D, \$63.44 HOSE-SILICONE/NOMEX 4 X 6.5, \$121.36 INV X201166718:01 LATCH-HOOD, \$51.44 INV X201166789:02 COVER ASSY

CITY OF EDMONT (H20)	VOID/WRONG VENDOR	-\$87.40
EQUIPMENT BLADES INC	EQUIPMENT	\$1,356.32
FORWARD DISTRIBUTING	SUPPLIES/REPAIRS	\$98.45

\$13.65 STARTING FLUID X 3, \$9.00 BRAKE CLEANER X 2, \$14.80 10" RED SQUEEGEE X 2, \$4.75 POWER STEERING FLUID 1 QT, \$9.00 WINDSHIELD WASHER FLUID X 2GAL, \$19.75 31" TARP STRAP X 5, \$14.75 21" TARP STRAP X 5, \$12.75 15" TARP STRAP X 5

GODFREY BRAKE SERVICE	REPAIR/MAINTENANCE	\$878.29
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\$322.34 INV 01P126582 BP MOTOREYWAY, \$64.58 COMB BUDD SOCKET, \$48.36 33MM DEEP IMPACT 1 DRIVE, \$401.65 INV 01P126120 TRUCK WIRING KIT, \$29.96 3 STAINLESS FORMED SEALCLAMP, \$11.40 3 GALV FLEX TUBING

GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	\$24.75
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	\$24.75
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	-\$24.75
GOLDEN WEST	GOLDEN WEST PHONE	\$211.61
SIMON MATERIALS	GRAVEL	\$97,412.29
CITY OF HOT SPRINGS BULK	BULK WATER FOR HWY D	\$497.31
CITY OF HOT SPRINGS	CITY WATER BILL	\$33.22
KD CONTRACTORS INC	GRAVEL HAULING	\$9,450.00
MG OIL	SUPPLY	\$1,634.05
MASTERCARD	MASTERCARD	\$1,711.12

\$1,021.01 TARP, \$7.00 EMAIL, \$326.94 ADAPTOR, COUPLER, GASKET, \$356.17 REPAIR PAD

MENARDS	SUPPLIES/TOOLS/EQUIP	\$321.76
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\$258.00 SN TOUCH ELEC LAVR LAT CE, \$63.76 ALLIGATOR PLIERS

ONSITE FIRST AID, LLC	FIRST AID SUPPLIES	\$66.85
PIRATE'S SEPTIC	PUMP SEPTIC & CLEAN	\$350.00
PHEASANTLAND INDUSTRIES	STREET/HWY SIGNS	\$141.12
POMP'S TIRE SERVICE INC.	TIRES	\$2,532.00
RDO EQUIPMENT CO	SERVICE PARTS	\$1,056.72

\$250.26 INV P7616210 BOLTS, \$50.52 " " LOCK NUTS, \$115.52 " " BLADES, \$115.52 " " BLADES, \$141.50 " " BLADES, \$42.33 INV P7570110 PLUG, \$6.43 " " WASHER, \$54.33 " " SEAL, \$10.96 " " SNAP RING, \$24.29 " " SHIM KIT, \$38.80 " " SNAP RING X 2, \$48.58 " " SHIM KIT X 2, \$49.02 " " SNAP RING X 210866 " " SEAL X 2

SD PROPERTY MANAGEMENT	2007 STERLING LT9500	\$21,300.00
SDACC	2025 COUNTY CONVENTI	\$220.00
STURDEVANT'S AUTO VALUE	PARTS/SUPPLIES/TOOLS	\$689.15

\$47.99 INV 831036003 PERM PNEUMATIC, \$22.99 INV 831036415 BATTERY CABLE, \$25.98 " " GL COMMAND PURPLE 50 X 2, \$58.99 INV 831036127 PERMATHEX THE RIG, \$13.66 " " GASKET MATERIAL, \$3.13 " " 16-14 GAL 1/4 RING, \$6.58 INV 831036574 DUST CAP TRAILX2, \$8.37 " " GREASE HUB CAP X 3, \$45.99 INV 831036438 SUB ZERO SYNTH, \$47.96 " " FREON HC134A 12 OZ X 4, \$14.99 INV 831036270 STRAP CLAMP, \$34.99 INV 831036266 5QT MOBIL 5W30, \$9.99 " " 1QT MOBIL 5W30, \$42.81 " " ENGINE AIR FILTER, \$9.57 " " ENGINE OIL FILTER, \$25.85 " " CABIN AIR FILTER, \$84.90 INV 831036234 STRAIGHT X 10, \$14.99 " " STRAP CLAMP, \$169.42 INV 831036575 HD AIR CONSTRUCT

TEAM LABORATORY CHEMICAL	TEAM LAB	\$1,050.00
VERIZON WIRELESS	VERIZON WIRELESS	\$39.70
CRBR ADMIN	WAGES & BENEFITS	\$11,597.46
CRBR HWY	WAGES & BENEFITS	\$60,262.20

TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$238,231.36
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911 SURCHARGE REIMB FUND

AMAZON CAPITAL SERVICES	SUPPLIES/EQUIPMENT	\$132.19
CENTURY BUSINESS LEASING	COPIER USE/LEASE	\$63.87
GOLDEN WEST	GOLDEN WEST PHONE	\$843.46
MASTERCARD	MASTERCARD	\$14.00

\$14.00 EMAIL

RAPID CITY REGIONAL	VOID CK/WRONG VENDOR	-\$122.00
VERIZON WIRELESS	VERIZON WIRELESS	\$39.70
DISPATCH	WAGES & BENEFITS	\$35,186.35
TOTAL FOR 911 REIMB FUND	\$36,157.57	

EMERGENCY MANAGEMENT FUND

AMAZON CAPITAL SERVICES	SUPPLIES/EQUIPMENT	\$39.48
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\$10.99 BROTHER LABEL TAPE REPL, \$28.49 63XL BLACK INC CART

CONSOLIDATED ELECTRICAL	GENERATOR MAINTENANC	\$1,888.60
GLASS PRO +	VEHICLE MAINTENANCE	\$60.00
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	\$16.50
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	\$16.50
GOLDEN WEST TECHNOLOGIES	GOLDEN WEST TECHNOLO	-\$16.50
GOLDEN WEST	GOLDEN WEST PHONE	\$149.15
GOVERNORS INN	LODGING	\$109.00
MARCO	COPIER LEASE	\$96.52
MASTERCARD	MASTERCARD	\$146.00

\$21.00 EMAIL, \$125.00 DAR CONFERENCE

MAVERICK TIRE & AUTO	INVOICE 042549	\$3,465.30
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\$7.38 INV 042549 OIL FILTER, \$11.95 LABOR/CHANGE OIL/FILTER/CHK FL, \$55.92 CHEVRON FULL SYNTHETIC OIL X 8, \$3,066.58 INV 042996 CATALYTIC CONVERTER, \$224.51 CAT CONV LABOR, \$22.43 EXHAUST PIPE FLANGE GASKET (R), \$16.80 EXHAUST PIPE FLANGE GASKET (L), \$59.73 INV 042996 SHOP SUPPLIES

VERIZON WIRELESS	VERIZON WIRELESS	\$139.12
BAKER, GARY	MEAL PER DIEM REIMBU	\$34.00
F.R.EMERG.	WAGES & BENEFITS	\$7,664.29

TOTAL FOR EMERGENCY MANAGEMENT FUND	\$13,807.96
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COURTHOUSE BUILDING FUND

ALBERTSON ENGINEERING INC	VENDOR REVISED BILL/	-\$5,967.50
MASTERCARD	MASTERCARD	\$791.00
\$791.00 AIR CONDITION SYSTEM		
	TOTAL FOR COURTHOUSE BUILDING FUND	-\$5,176.50
24/7 SOBRIETY FUND		
24/7	WAGES & BENEFITS	\$5,615.98
	TOTAL FOR 24/7 SOBRIETY FUND	\$5,615.98
	TOTAL FOR BILLS PAID BETWEEN 07/18 & 08/07/2025	\$720,733.88

Break was taken at 10:14 a.m. The meeting resumed at 10:23 a.m.

Public comment was heard from Lyle Rudloff, Edgemont Senior Center. He wanted to thank the Commissioners for their support and invite them to the Edgemont Senior Center for lunch at noon which is a home cooked meal.

Jassen Correll, County resident, met with Board to request tax exemption.

Jassen thanked the Board for letting him speak. He mentioned that he purchased a home, December 8th of 2024, he was advised by Dan Cullen, VSO, that it was too late to file for tax relief being 100% service-connected veteran. After turning in all of the documents, he will also have to pay 2026 taxes because he was 8 days late from the cut-off in 2024. Correll then asked if there is anything the County could do so he wouldn't have to spend an extra \$24,000 in taxes for 2026. Lily Heidebrink, Director of Equalization, reported that, since Correll was late on getting the form in, her office was unable to apply the Veterans exemption to the property.

Motion made by Russell, seconded by Allen, to inquire if they are legally allowed to do something about the aforementioned taxes

Mary Kay Thompson, Hot Springs Library, met with Board to present the 2026 Budget request.

Mary Kay is requesting \$30,000 for the budget for 2026.

Bob Nelson, Mayor, reviewed the 2025 budget information and mentioned the total budget \$339,765. 2026 proposed budget has gone down around \$9,000.

Motion made by Russell, seconded by Allen, to accept Library 2026 Budget request.

Motion made by Wahlert, seconded by Allen, to enter into Executive Session at 10:46 a.m. to discuss legal and personnel matters as per SDCL 1-25-2 (1) and (3).

The Board came out of Executive Session at 11:15 a.m.

Motion made by Cope, seconded by Wahlert, to accept the City of Hot Springs Contract for Dispatch services in the amount of \$120,000.00/year.

Motion made by Wahlert, seconded by Cope, to approve the VSO salary at \$40,000.00/year with an evaluation after the first year with a potential increase at that time. Russell abstained from the vote, Cope voted no, all others voted yes, motion carried.

Chairman Falkenburg declared the meeting adjourned at 11:31 a.m.

/s/ Joe Falkenburg

Joe Falkenburg, Chairman

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje, Auditor

Sue Ganje, Auditor

Fall River County

FALL RIVER COUNTY UNAPPROVED MINUTES OF AUGUST 13, 2025

The Fall River Board of County Commissioners met in regular session on August 13, 2025. Present: Joe Allen, Les Cope, Joe Falkenburg, Deb Russell, Sandra Wahlert and Sue Ganje, Auditor.

An invocation was given by Wahlert.

The Pledge of Allegiance was given, and the meeting was called to order at 9:00 a.m.

The agenda was reviewed for conflicts; No conflicts were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcountries.org> or on Facebook on the Fall River County website.

Motion made by Cope, seconded by Wahlert, to approve the agenda.

There were no County Assistance/Death Expense requests to present.

Sue Ganje, County Auditor, met with board to present the 2026 Provisional Budget for Publication

Ganje explained the cash worksheet saying that we are not in the red. Les is saying that we are in the red at the end of every year. Ganje then explained that we are well within 40% because we delegate money from each department one by one and the money is only used for what that department needs. We

Chairman Falkenburg declared the meeting adjourned at 1:58 p.m.

/s/ Joe Falkenburg

Joe Falkenburg, Chairman

Board of Fall River County Commissioners

ATTEST:

/s/ Sue Ganje, Auditor

Sue Ganje, Auditor

Fall River County

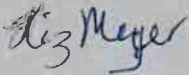
August 8, 2025

Fall River County Commissioners
In care of Sue Gange
Hot Springs, SD

Dear Commissioners,

Hot Springs Area Right-to-Life is planning a fundraising event on September 12 at Springs Coffee called "Lotto for Life". We will sell game cards that have numbers 1-45 on which persons will choose 6 numbers trying to match the winning numbers that will be drawn. The cards will have 6 games per card and there will be winning numbers for each game. If you match a certain number of winning numbers cardholders will win a prize designated for that category. The prizes will not be cash prizes; rather they will be donations from businesses and residents. We are hoping this will be an annual event. We are asking your permission to continue with this event. Thank you for your consideration.

Sincerely yours,



Liz Meyer

Treasurer HSARTL

3036680161

FALL RIVER COUNTY RESOLUTION #2025

**ORDER FOR ORGANIZATION AND INCORPORATION
OF THE PAHA SAPA RD DISTRICT
FALL RIVER COUNTY, SOUTH DAKOTA**

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Paha Sapa Rd Road District, and

WHEREAS, an Election was held on August 19, 2025 asking the voters to accept or reject the formation of the Paha Sapa Rd Road District, with 11 voters accepting and 0 voter rejecting the formation of the Paha Sapa Rd Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Paha Rd Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2025 tax year payable in 2026 and after, and

BE IT FURTHER ORDERED, that the Paha Sapa Rd Road District be described as follows:

All Lots of the Paha Sapa Subdivision Road District 1, 2, 3, 4 ,5 ,6 ,7 ,9 ,10 ,11 ,14, 15 ,16, 17 ,18 ,19 ,20 ,21 ,22 ,23, located in the W ½ SE ¼ of Section 26, Township 7 South. Range 5 East, Black Hills Meridian, Fall River South Dakota, according to Plats pages 173, 205, 219,219 A, and 224 in the office of the Fall River Register of Deeds.

Dated this 21st day of August, 2025

Joe Falkenburg, Chairman
Fall River County Commissioner

ATTEST:

Sue Ganje
Fall River County Auditor

Report on the Paha Sapa Road District Election Results

8-19-25

For the Formation 11

Against the Formation 0

Signed by Election Board:

Gaut O'Connell
Cindy Brooks
Bob O'Connell

August 2, 2025

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

Dear Fall River/Southwest District Commission,

The South Dakota Office of Emergency Management operates a grant program that provides financial support to counties emergency management program. This program is called the Local Emergency Management Performance Grant (LEMPG). It is a grant program that has its lineage from the FEMA's Emergency Management Performance Grant (EMPG); thus, there are federal grant requirements.

We are sending this grant package to those counties in the state who participated in the LEMPG last year and counties that stated (by the April 30, 2025, deadline) they wanted to participate in the LEMPG. Counties may choose to not participate in the grant annually; however, if you do decide to not participate in this grant year you will not be able to rejoin the program until the 2028 grant year.

The LEMPG provides a single funding and reporting instrument for the accomplishment of activities and products. The Agreement acknowledges the LEMPG applies to preparedness for natural and man-made disasters.

The 2026 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 30 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in, and which should be reported monthly and submitted quarterly.

If your county wishes to participate in the 2026 LEMPG program, please sign the 2026 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2025. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award and are able to provide updated Exhibit A's including grant reimbursement totals and when we will begin making reimbursement payments.

Note to the County Auditor:

The SLA grant is provided to counties to pay for 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director. This is an ongoing grant with a Catalog of Federal Domestic Assistance number of 97.042. This grant and any other associated with the South Dakota Office of Emergency Management is to be accounted for within fund 226.

Sincerely,

A handwritten signature in cursive script, reading "Tina A. Titze".

TINA A. TITZE

Director

cc: County Auditor (letter only)
Emergency Manager (electronic copy)

Attachments: 2026 LEMPG Grant Package

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2026 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

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 allotted 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 allotted 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 Section 30. 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 an 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 & EM 102 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 EM 103 course. (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 should be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded in WebEOC following the meeting. Upload a new electronic copy of the LEOP to your County Plans board in WebEOC.

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 is 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 is 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 thru 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:** All recipients and subrecipients in the 50 States, the District of Columbia and Puerto Rico shall work toward implementation of National Qualification System (NQS) by developing an Implementation Plan, using the FEMA-identified two-page template. The Implementation Plan will identify a jurisdiction's timeline for implementing NQS by Calendar Year (CY) 2025. The following requirements shall apply: Only EMPG Program-funded deployable personnel, as determined by each recipient organization, will be required to meet NQS certification requirements; Subrecipients will be considered in compliance with the NQS requirements as long they are working towards implementing the NQS Implementation Objectives as identified; and the expected completion date for each phase of the NQS Implementation Objectives is December 31 of the applicable CY. Subrecipients (Counties) that have identified deployable personnel and created a National Qualification System (NQS) implementation plan will complete their next phase of implementation.

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.
- Attend an in-person update/refresher Crisis Track workshop (Short Class). *Utilization of the software is required for submission of PDA documentation for all counties and all entities within counties.*

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 quarterly 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.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2026 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

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 Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (must match the name associated with its Unique Entity Identifier (UEI)): Fall River/Southwest District
- b. Sub-Recipient's UEI: CZK7LS1AJMM5
- c. Federal Award Identification Number (FAIN): (To be Determined)
- d. Federal Award Date: (To be Determined)
- e. Sub-award Period of Performance: October 1st, 2025, thru September 30th, 2026
- 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: 2026 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
605-995-8990
- 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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2025 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal continuation awards made in subsequent FYs, the FY 2025 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2025 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

A. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.
- V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

C. Standard Terms & Conditions

I. 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.

II. 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.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. 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. No. 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.

V. Best Practices for 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.

VI. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

- (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 or co-investigators to be completed by an 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/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.

VII. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964*, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), 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 for the Act are

found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VIII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90284 (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 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.)

IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

- (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security 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. § 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.
- (2) 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.

- (3) 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.

X. 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.

XI. Debarment and Suspension

Recipients must comply with the non-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.

XII. Drug-Free Workplace Regulations

Recipients must comply with 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 (2 C.F.R. Part 182) of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XIII. 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. See 2 C.F.R. § 200.403(f).

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.

XIV. 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. No. 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. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XV. Energy Policy and Conservation Act

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 contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. 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.

XVII. Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

- (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 of January 29, 2025.
- (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 engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.
- (iii) They do not, and will not during the term of this award, operate any 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 her 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.

XVIII. 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 prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. 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. See OMB Circular A-129.

XX. 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.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list>) 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.

XXII. 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.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, 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. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal 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. Per 6 C.F.R. Part 9, recipients must file a

lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(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.”

XXVIII. Non-Supplanting Requirement

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.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (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.

XXX. 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.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 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.

XXXIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 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.

XXXIV. 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 is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in 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.

XXXVI. 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 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 percent.
 - (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.

XXXVII. SAFECOM

Recipients receiving federal awards made under 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.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. 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.

XL. 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;
 - (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; or
 - (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
- (3) 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.
- (4) 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.
- (5) 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.

XLI. 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.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

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. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56*

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.

XLIV. 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.

XLV. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

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 and programs completed by emergency management staff and reported in this LEMPG Workplan.** The Agreement acknowledges that preparedness, mitigation, response, and recovery activities apply to and are required for 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.

MONTHLY PERFORMANCE AND ACTIONS:

1ST Quarter

October

November

December

2nd Quarter

January

February

March

3rd Quarter

April

May

June

4th 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
FFY 2026**

Performance Period: October 1, 2025 – September 30, 2026

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.

Note to the County Auditor:

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

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Appendix C: Schedule of Required Forms and Due Date

Appendix D: LEMPG Work Plan Information and Guidance

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

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 quarterly 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. Travel expenses may be eligible depending on remaining funds available after paying personnel costs. See Appendix A: Summary of Allowable Costs.
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 administers 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%	40%	30%	25%
Oct-25	22	8	176	167	158	150	132	123	116	106	88	70	53	44
Nov-25	18	8	144	137	130	122	108	101	95	86	72	58	43	36
Dec-25	22	8	176	167	158	150	132	123	116	106	88	70	53	44
Totals			496	464	446	422	372	347	327	298	248	198	149	124
Jan-26	20	8	160	152	144	136	120	112	106	96	80	64	48	40
Feb-26	19	8	152	144	137	129	114	106	100	91	76	61	46	38
Mar-26	22	8	176	167	158	150	132	123	116	106	88	70	53	44
Totals			488	471	439	415	366	342	322	293	244	195	146	122
Apr-26	22	8	176	167	158	150	132	123	116	106	88	70	53	44
May-26	20	8	160	152	144	136	120	112	106	96	80	64	48	40
Jun-26	21	8	168	160	151	143	126	118	111	101	84	67	50	42
Totals			504	479	454	428	378	353	333	302	252	202	151	126
Jul-26	22	8	176	167	158	150	132	123	116	106	88	70	53	44
Aug-26	21	8	168	160	151	143	126	118	111	101	84	67	50	42
Sep-26	21	8	168	160	151	143	126	118	111	101	84	67	50	42
Totals			512	487	461	435	384	358	338	307	256	205	154	128
Annual Total			2000	1900	1800	1700	1500	1400	1320	1200	1000	800	600	500

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

<u>NAME OF FORM</u>	<u>WHAT TO SEND</u>	<u>WHEN TO SEND</u>
LEMPG Sub-Recipient Agreement	Scanned Copy to SDOEM Regional Coordinator, WebEOC	Yearly - By September 30 th
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 be required through use of the Crisis Track software beginning in calendar year 2025.

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.)
 - b. Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
 - 2. Complete the EM 101 & EM 102 course. (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 EM 103 course. (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 Exercise Coordinator 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 distributed by the State Exercise Coordinator 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.

Quarterly Drill Schedule

Qtr.	Month	Drill	Date
1st Qtr.	October	SDHAN	2nd Thursday
	November	Radio	1st Wednesday
	December	OPEN-Drill if Need	TBA
2nd Qtr.	January	WebEOC	TBA
	February	Radio	1st Wednesday
	March	Bridge4PS	2nd Tuesday
3rd Qtr.	April	SDHAN	2nd Thursday
	May	Radio	1st Wednesday
	June	Crisis Track	TBA
4th Qtr.	July	WebEOC	TBA
	August	Radio	1st Wednesday
	September	Salamander	TBA

- 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.

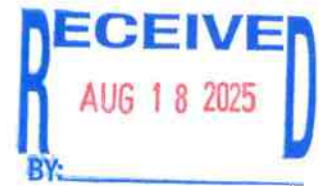
- iii. Master Scenario Events List (MSEL) – Within **90 days** post exercise.
- iv. After Action Report-Improvement Plan– Within **90 days** post exercise.
- v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.

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.

D. Additional Exercise Information. The State Exercise Coordinator is available to travel to the Regions. This time may be used for visits with local emergency managers for training on Homeland Security Exercise and Evaluation Program (HSEEP), training on required documents for exercises, and if requested, to assist with evaluating exercises, and to observe exercises.

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, or the SDOEM Public Information staff.
- 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.



August 2, 2025

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

Dear Fall River/Southwest District Commission,

The South Dakota Office of Emergency Management operates a grant program that provides financial support to counties emergency management program. This program is called the Local Emergency Management Performance Grant (LEMPG). It is a grant program that has its lineage from the FEMA's Emergency Management Performance Grant (EMPG); thus, there are federal grant requirements.

We are sending this grant package to those counties in the state who participated in the LEMPG last year and counties that stated (by the April 30, 2025, deadline) they wanted to participate in the LEMPG. Counties may choose to not participate in the grant annually; however, if you do decide to not participate in this grant year you will not be able to rejoin the program until the 2028 grant year.

The LEMPG provides a single funding and reporting instrument for the accomplishment of activities and products. The Agreement acknowledges the LEMPG applies to preparedness for natural and man-made disasters.

The 2026 Local Emergency Management Performance Grant Sub-Recipient Agreement is comprised of the main agreement and four exhibits; Exhibit A which describes the grant, Exhibit B which describes terms and conditions that apply to the grant, Exhibit C which identifies work topic areas under the LEMPG, and Exhibit D the Administrative Manual which provides administrative instructions and definitions. The main agreement includes Section 30 which identifies general requirements which must be completed by the end of the contract. Exhibit B is derived from Federal requirements of FEMA's Emergency Management Performance Grant (the grant the LEMPG funds are awarded from). Entities receiving funds from this grant must abide by all Terms and Conditions outlined in this Exhibit. Exhibit C identifies topic areas that all reimbursed positions must participate in, and which should be reported monthly and submitted quarterly.

If your county wishes to participate in the 2026 LEMPG program, please sign the 2026 Local Emergency Management Performance Grant Agreement and return the signed signature to your assigned Regional Coordinator by September 30, 2025. If you do not wish to participate, please have your emergency manager contact their Regional Coordinator by email so we have verification from you. We will notify you when we receive our EMPG award and are able to provide updated Exhibit A's including grant reimbursement totals and when we will begin making reimbursement payments.

Note to the County Auditor:

The SLA grant is provided to counties to pay for 50% of the emergency management director's salary and benefits accrued as a result of maintaining the office of the director. This is an ongoing grant with a Catalog of Federal Domestic Assistance number of 97.042. This grant and any other associated with the South Dakota Office of Emergency Management is to be accounted for within fund 226.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina A. Titze". The signature is fluid and cursive, with the first name "Tina" being the most prominent part.

TINA A. TITZE

Director

cc: County Auditor (letter only)
Emergency Manager (electronic copy)

Attachments: 2026 LEMPG Grant Package



**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2026 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

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 allotted 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 allotted 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 Section 30. 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 an 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 & EM 102 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 EM 103 course. (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 should be an attachment to your Mass Care Annex. Documentation of the attendees of the meeting will be reported to the Regional Coordinator and uploaded in WebEOC following the meeting. Upload a new electronic copy of the LEOP to your County Plans board in WebEOC.

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 is 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 is 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 thru 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:** All recipients and subrecipients in the 50 States, the District of Columbia and Puerto Rico shall work toward implementation of National Qualification System (NQS) by developing an Implementation Plan, using the FEMA-identified two-page template. The Implementation Plan will identify a jurisdiction's timeline for implementing NQS by Calendar Year (CY) 2025. The following requirements shall apply: Only EMPG Program-funded deployable personnel, as determined by each recipient organization, will be required to meet NQS certification requirements; Subrecipients will be considered in compliance with the NQS requirements as long they are working towards implementing the NQS Implementation Objectives as identified; and the expected completion date for each phase of the NQS Implementation Objectives is December 31 of the applicable CY. Subrecipients (Counties) that have identified deployable personnel and created a National Qualification System (NQS) implementation plan will complete their next phase of implementation.

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.
- Attend an in-person update/refreshers Crisis Track workshop (Short Class). *Utilization of the software is required for submission of PDA documentation for all counties and all entities within counties.*

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 quarterly 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.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGEMENT
2026 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement
Between**

Fall River/Southwest District
906 N River St
Hot Springs, SD 57747-1309

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 Signature - County Commission Chairperson

Date

State - South Dakota Office of Emergency Management

Date



*Emergency Management
Fall River County*

*Dar Coy
906 N. River St.
Hot Springs, SD 57747*

605 745-7562 605 890-7245 em@frcounty.org



1. Edgemont LEOP presentation
2. Statewide 4th quarter radio drill
3. Region 4 coordinator visit
4. G-191 training in Pierre EOC-ICS training
5. Discussion on LEMPG contract
6. 3rd quarter Matrix from Region 4 coordinator
7. Vehicle quotes
8. Final draft from Kailey Snyder (HMP&CWPP)
9. Safety Benefits app delivered for Fall River county

Action item: Approval of LEMPG contract

Emergency response: 8/14 Grass fire MM1 Hwy 18, 8/10 signal 1 rollover mm32 Hwy 79, 8/10 Buck Canyon wildfire, 8/15 Smoke report Red Canyon (Metz Fire), 8/15 Wildfire Hwy71 and HWY 471 jct., 8/18 smoke column 1 mile west of Oelrichs (single tree).

*Dar Coy
Emergency Manager
Fall River County
906 N. River Street
Hot Springs, SD 57747*

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
APPROACH PERMIT
APPLICATION FOR ROAD APPROACH PERMIT**

On this date Jess Harris, the Applicant hereby applies to the Fall River County Highway Department for permission to construct an approach road connection to the East side of (road name) Old Highway 79 (road #) _____ approximately at Approx adjacent to the residence address of. The road approach will serve a Subdivision and will be 27909 (residence, church, business, etc.) off 79. constructed between Aug 15, 2025 and Aug 28, 2025 at (beginning date) (completion date) at

applicant's expense.

Applicant acknowledges that approach and culverts shall meet County specifications, which are on file at the County Highway Department. Please attach a drawing or sketch showing the proposed location of the approach and set stakes in the ground to enable the Superintendent/Foreman to locate the proposed approach.

Name: Jess Harris Address: 13677 West Oral Rd
Oral, SD 57766
Phone #: 605-890-0355 Signed: [Signature]
(Property Owner)

TO BE COMPLETED BY FALL RIVER COUNTY HIGHWAY DEPARTMENT

Permit #: 8/14/2025
MO/DY/YR

PRELIMINARY INSPECTION: Date 8/14/2025 By: Tony March

Culvert Diameter 18" Culvert Length 24'

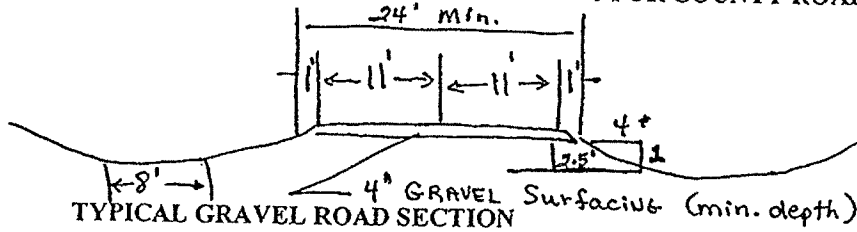
The crown of the presently traveled surface, including shoulder, to be continued at a distance of 20 feet from the nearest edge of the traveled surface of the road-shoulder facing the property.

Remarks: _____

PERMIT: ✓ APPROVED _____ DENIED _____

Tony March Date: 8/14/2025
Superintendent/Foreman

**FALL RIVER COUNTY HIGHWAY DEPARTMENT
SPECIFICATIONS FOR COUNTY ROADS AND APPROACHES**

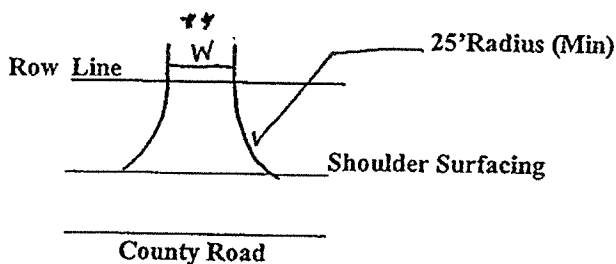


* Maximum slope is 4 to 1 (current Standard of the South Dakota DOT Steeper slopes are subject to the Approval of Fall River County

The above Typical Road Section and Typical Approach Detail (below) shall be followed in the construction of roads to be placed on the County Road System. Road design shall be consistent with published Standards of the American Association of State Highway Transportation Officials. Road construction materials and methods shall conform to the current published edition the "Standard Specifications for Roads and Bridges" of the South Dakota Department of Transportation, when referenced in the Standards below. Copy of these Specifications is on file at the County Highway Department Office.

The following are standards which shall be met:

1. Maximum Grade of any road or portion of road shall not exceed ten percent (10%)
2. Maximum Degree of Curvature shall not exceed twenty one degrees (21 degrees)
3. Crown rates shall be between 0.02 11/11 to 0.06 11/11. Maximum Super elevation rate in curves shall be 0.07 11/11.
4. Culverts shall be sized to assure proper drainage. The minimum size of culvert shall be eighteen inches (18") in diameter. Although fifteen inch (15") diameter will be allowed under certain conditions.
5. Gravel Surfacing shall meet the requirements of Part B of the Standard Specifications.
6. Asphalt and Concrete construction methods and materials shall meet the requirements of Part C and Part D of the "Standard Specifications".
7. All Dead-End Roads shall have Cul-De-Sacs with a minimum constructed radius of fifty feet (50').
8. Approaches shall be constructed perpendicular as practical to the County Road.
9. The Minimum dedicated Right-Of-Way width shall be sixty six feet (66').



** W Is Surface Width at Right-Of- Way line
W - 16' Min. for Single Residences
W - 20' Min for Multiple Residences
W - 28' Min. for Commercial

Maximum W - 50'

TYPICAL APPROACH DETAIL

1. Only one approach shall be allowed to each tract or parcel of land.
2. Existing roadway drainage will be maintained. Culverts shall be sized to assure proper drainage. The maximum size of culvert shall be eighteen Inches (18") in diameter, although fifteen Inch (15") diameter will be allowed under certain conditions. The minimum length of approach culvert shall be thirty-two feet (32')
3. Sight distance of approaches shall meet published Standards of the American Association of State Highway Transportation Officials.

APPROVED By:

(Chairman) FALL RIVER COUNTY COMMISSIONERS

DATE

RECOMMENDED BY:

FALL RIVER COUNTY HIGHWAY SUPERINTENDENT

DATE

SHANGRILA
RANCH LLC

MCCLARD,
RICHARD
D. & CHAU,
SHIRLEY

FALL RIVER
COUNTY
(HIGHWAY
STORAGE
TAN(S))

43
W. ORAL RD

SOUTHERLAND,
SCOTTIE
& LAURA
STREET

DAILY,
RICHARD
& TRICIA

27909

JT. WISE
CHOICES
LLC

LUCEY,
STOYAN
R & CHELSEA
R

OLD HIGHWAY 79

JT. WISE
CHOICES
LLC

Culvert
18" x 24'

27986



SHANGRILA
RANCH LLC

MC CLARD
RICHARD
D. & CHAU
SHIRLEY

FALL RIVER
COUNTY
(HIGHWAY
STORAGE
TANKS)

W ORAL RD

SOUTHERLAND,
SCOTTIE
& LAURA
STREET

BAILY,
RICHARD
& TRICIA

JL WISE
CHOICES
LLC

Gilbert
1000 x 241

LUCY,
STOVAN
R & CHELSEA
R

JL WISE
CHOICES
LLC

HIDDEN VALLEY RD



Auditor Office <aud@frcounty.org>

5 Year Plan Update - Fall River County

1 message

Daniel Cichosz <danielc@broszengineering.com>

Wed, Aug 13, 2025 at 9:52 AM

To: Highway Department <hwy@frcounty.org>, "auditor@frcounty.org" <auditor@frcounty.org>

Tony & Sue,

Its time to update your 5-year plan.

I am not sure what meeting you would like to have this on?

I wondered about the 1st or 2nd meeting in September.

I have attached the draft plan for your review.

I left 5 year plan the same for the most part, just updating a few things.

If you have any changes, please let me know and I can update them.

I also attached the notice for the paper and the township notices from last year.

As these will need to be sent out prior and the notice will need to be in the paper twice before the meeting.

Thanks,



DANIEL CICHOSZ, PE

BROSZ ENGINEERING

3561 Whitewood Service Rd

Sturgis, SD 57785

O (605) 347-2722

D (605) 800-1960

FOR OVER 40 YEARS, PROVIDING QUALITY ENGINEERING & SURVEYING SERVICES

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4 attachments



5 year plan notice 2025.docx

14K



2026-2030 Fall River County Road Plan.pdf

1992K



Argentine Township Letter 2025.doc
332K



Provo Township Letter 2025.doc
332K

**Notice of Public Information meeting for Fall River County Master
Transportation Plan**

Fall River County Courtroom

906 N. River St., Hot Springs, SD 57747

Date: September 3, 2025

Time: 9:30 a.m. to 9:45 a.m.

Notice is given that Fall River County will hold a public hearing to discuss and receive public input on the development of a Master Transportation plan for the county.

A map and proposed plan will be available for review at the hearing and you will have the opportunity to present written comment. A short presentation will be given at approximately 9:30 a.m. and the hearing will then be opened to questions and comments on the transportation issues in Fall River County.

Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Any individuals with disabilities who require reasonable accommodations in order to participate in the public hearing should contact the county auditor at 605-745-5130 no later than 2 business days prior to the meeting in order to ensure accommodations are available. In the event you are unable to attend the hearing, and wish to offer comment, those can be sent to the County Auditor at 906 N River Street, Hot Springs, SD 57747, or email to Sue.Ganje@state.sd.us. For further information regarding the hearing please contact Tony March, Highway Superintendent at 605-745-5137 or by email to frchwydept@gwtc.net.

Dated this 21st day of August, 2025.

Sue Ganje, County Auditor

FALL RIVER COUNTY

2026 - 2030 Five Year
County Highway and
Bridge Improvement Plan



COVER FORM AND CERTIFICATION

The following text shall be included on the front cover of the Fall River County Highway and Bridge Improvement Plan:

Certification: As approved this ____ day of _____ 2025
Fall River County Commission

By: _____
County Commission Chairperson

Attest:

County Auditor or Clerk

County Contact Person: Tony March
 Highway Superintendent
 Phone Number: (605) 745-5137
 Email Address: frchwydept@gwtc.net

Received by SDDOT on _____
Approved by SDDOT on _____

CHECKLIST OF REQUIREMENTS FOR ANNUAL UPDATE

_____ Certification Form

_____ Projected Revenue Available per year

_____ 5-year Project List (Programmed Projects)

_____ Project Status List

_____ Notice of Public Meeting

_____ Township coordination letters/notice (sample letter and mailing list is acceptable)

_____ Attendance list from public meeting (all attendees – not just commission members)

_____ Public Comments (if no comments are received, clearly indicate that in the plan
submittal) Public comments are as noted in the Minutes of the Meeting.

REVENUES AND PROGRAM

2026 - 2030 Fall River County

REVENUE SOURCES TABLE (Show amounts in thousands of dollars)

Account Description	2026	2027	2028	2029	2030
Local Funds					
General Funds-property tax	324	324	324	324	324
Motor Vehicle Licenses	1117	1117	1117	1117	1117
Wheel Tax	120	120	120	120	120
Annual STP Payout Funds	317	325	333	341	350
2019 HIP Funds					
Intergovernmental Funds					
Township Services					
State Funds					
PE - BIG (planning to apply for)	64				
PE - BIG (awarded by DOT)					
Preservation - BIG (planning to apply for)					
Preservation - BIG (awarded by DOT)					
Rehab/Repl - BIG (planning to apply for) *Design Phase, **Const. Phase			600		
Rehab/Repl - BIG (awarded by DOT)					
Other (Match on STP Projects, Pavement Marking Prj.)	* 2,840				
Federal Funds					
TAP					
ER/FEMA					
OTHER (STP, Bridge, Signing, Hazard Elimination, SIB Loans)					
TOTAL	4,782	1,886	2,494	1,902	1,911

Note:

- For State and Federal Funds, only enter the applicable amount (i.e. 80% of total project cost).
- Include both BIG funds awarded and BIG funds that will be applied for but not yet received.

* Igloo Bridges

FIVE YEAR PROGRAMMED PROJECT LISTING

Project Location	Project Description	Year	Proposed Five-Year Project Funding Information (in thousands of dollars)					
			Local Funding	Federal Funding	State Funding	Unfunded	Anticipated Grant	Total Funding
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2025 - 2026	0		2,840			
County Wide	Graveling	2026	400					400
County Roads	Asphalt Surface Treatment and Fog Seal	2026	200					200
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 PE BIG Application	2026	17				80	97
County Wide	Graveling	2027	400					400
County Rd 18 -- 5.0 Miles	Asphalt Surface Treatment and Fog Seal	2027	200					200
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212 Design/Construction BIG Application	2028	150				600	750
County Roads	Asphalt Surface Treatment and Fog Seal	2028	200					200
County Wide	Graveling	2028	400					400
County Wide	Graveling	2029	400					400
County Rd 18 -- 9.7 Miles	Asphalt Surface Treatment and Fog Seal	2029	350					350
County Wide	Graveling	2030	400					400

Local Funding Includes: Match on BIG funding, traditional BRO & BRP projects, TAP projects, etc., and some shortfalls/balances on misc. projects. Also STP Payout funds.

Federal Funding Includes: 100% of Signing & Delineation projects, and approx. 80% of STP, BRO, BRP, and TAP projects. Federal portion of ER/FEMA projects.

State Funding Includes: 80% of awarded BIG projects, approx. 60% of Pavement Marking projects, and approx. 20% match on STP projects.

Anticipated Grant (BIG): 80% of total

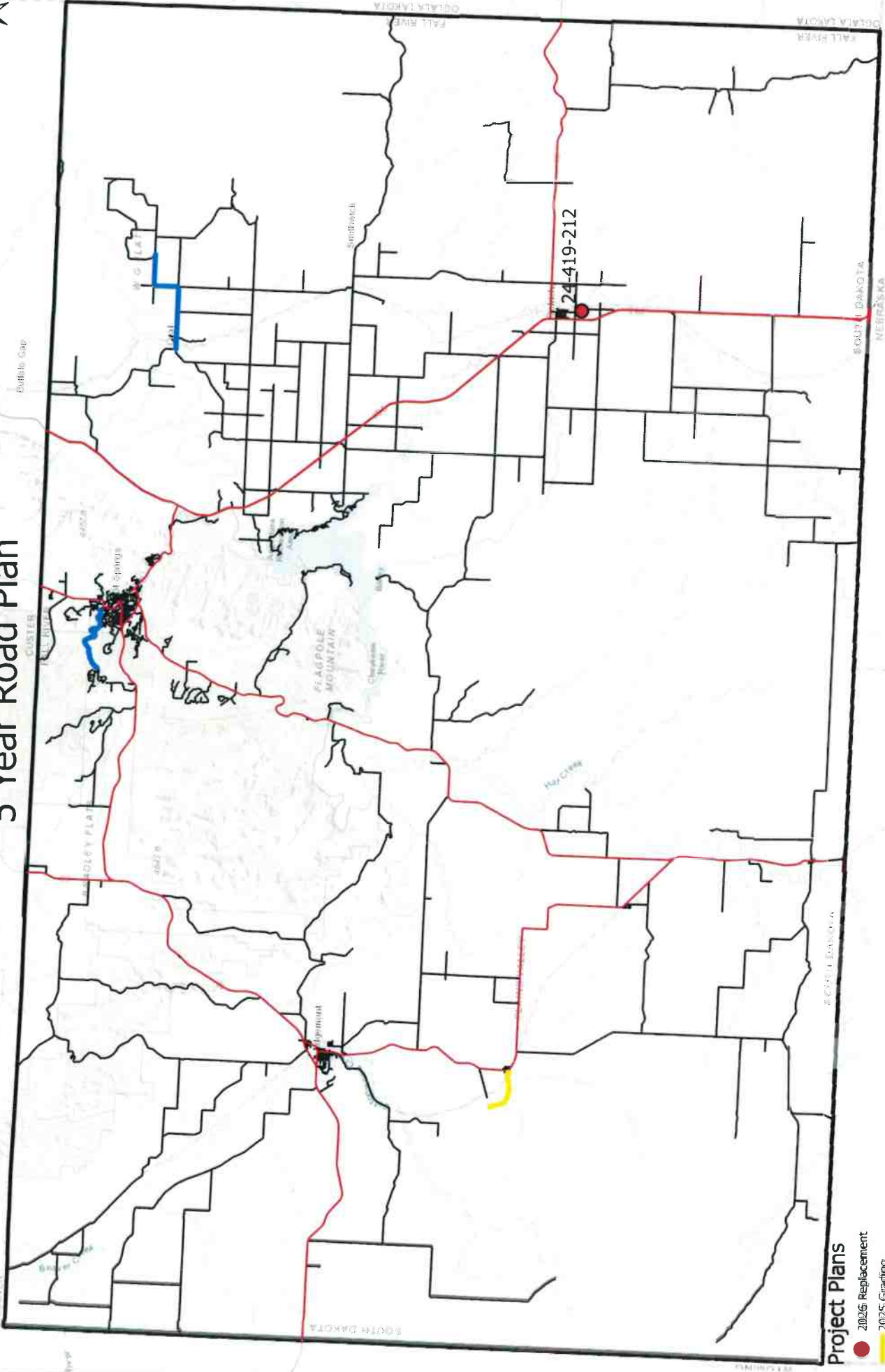
Status of Programmed Projects

Project Location	Project Description	Year	Status
SD471 Provo to Igloo, Remove Bridges and Obliterate Old State Highway 298	Grading, Gravel Surfacing, Box Culvert, Obliteration of Bridges and Roadway	2026-2027	Design Complete - SDDOT completed ROW Negotiations. SDDOT 2022 Cost Estimate is \$2.84 Million. Funding is 100% DOT. Project may be let in 2025 or 2026
County Roads	Asphalt Surface Treatment and Fog Seal	2026	Future Project
County Wide	Graveling	2026	Future Projects
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2026	Anticipated BIG - PE application
County Wide	Graveling	2027	Future Projects
County Rd 18 ~ 5.0 Miles	Asphalt Surface Treatment and Fog Seal	2027	Future Project
0.8 S & 0.2 E of Oelrichs	Structure 24-419-212	2028	Anticipated BIG - Design and Construction Application
County Roads	Asphalt Surface Treatment and Fog Seal	2028	Future Projects
County Wide	Graveling	2028	Future Projects
County Rd 18 ~ 9.7 Miles	Asphalt Surface Treatment and Fog Seal	2029	Future Projects
County Wide	Graveling	2029	Future Projects
County Wide	Graveling	2030	Future Projects



MAPS

2026-2030 Fall River County 5 Year Road Plan



Project Plans

- 2026 Replacement
- 2025 Grading
- 2025 Chip Seal
- 2025 Highway
- Roads
- Fall River County



PUBLIC INPUT



**Notice of Public Information meeting for Fall River County Master
Transportation Plan**

Fall River County Courtroom

906 N. River St., Hot Springs, SD 57747

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Time: 9:30 a.m. to 9:45 a.m.

Notice is given that Fall River County will hold a public hearing to discuss and receive public input on the development of a Master Transportation plan for the county.

A map and proposed plan will be available for review at the hearing and you will have the opportunity to present written comment. A short presentation will be given at approximately 9:30 a.m. and the hearing will then be opened to questions and comments on the transportation issues in Fall River County.

Notice is further given to individuals with disabilities that this hearing is being held in a physically accessible place. Any individuals with disabilities who require reasonable accommodations in order to participate in the public hearing should contact the county auditor at 605-745-5130 no later than 2 business days prior to the meeting in order to ensure accommodations are available. In the event you are unable to attend the hearing, and wish to offer comment, those can be sent to the County Auditor at 906 N River Street, Hot Springs, SD 57747, or email to Sue.Ganje@state.sd.us. For further information regarding the hearing please contact Tony March, Highway Superintendent at 605-745-5137 or by email to frchwydept@gwtc.net.

Dated this 21st day of August, 2025.

Sue Ganje, County Auditor

Insert copy of Township Notifications here

Insert Board Minutes Here

Insert Any Public Comments Here

Insert Meeting Attendance Here

FALL RIVER COUNTY

CORR**CONSTRUCTION
SERVICES, INC.****Proposal****To:** Fall River County**Date:** August 4, 2025**Project:** Fall River County Bridge Repair**Location:** Hot Springs, SD**Description of Work:** Pile Cap Replacement, Rail and Spall Repair

<u>Item</u>	<u>Price</u>
Mobilization	6,500.00
Remove & Replace Existing Pile Cap	29,850.00
Remove & Replace Damaged T101 Rail	8,400.00
Total	\$44,750.00

Price excludes traffic control.

Respectfully submitted,

Jack D. Corr
President

QUOTATION

Fall River Oral Bridge Repair

FROM: J.V. Bailey Co. Inc.
P.O. Box 1825
Rapid City, South Dakota 57709-1825
email:jvbcoinc@midconetwork.com

(605)343-2390 FAX(605)343-2633

Fall River Oral Bridge Repairs
24-338-080 24-373-070

7/15/2025

ITEM NO.	SDDOT ITEM	DESCRIPTION	UNITS	QUANTITY	AMOUNT BID	EXTENDED AMOUNT
1		Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00
2		Railing Repair	LS	1	\$ 4,500.00	\$ 4,500.00
3		Spall Repair	LS	1	\$ 1,750.00	\$ 1,750.00
4		Replace Wooden Abutment with Steel Beam	LS	1	\$ 35,500.00	\$ 35,500.00

TOTAL \$ 66,750.00

Traffic Control By County
No Permanent Traffic Control Paint
Work to be completed in Fall of 2025
All Items tied

BY: 
Ryan Steinback, Project Manager

Accepted By: _____

Date: _____

Please call with any questions Office: 605-343-2390
Cell: 605-391-9315
rstein@midconetwork.com

FALL RIVER COUNTY RESOLUTION #2025-_____

**A Plat of Lots 3 and 4 of Angostura Flats Subdivision, located in Government Lot 2 of
Section 18, T8S, R7E, BHM, Fall River County, South Dakota**

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 21st day of August, 2025.

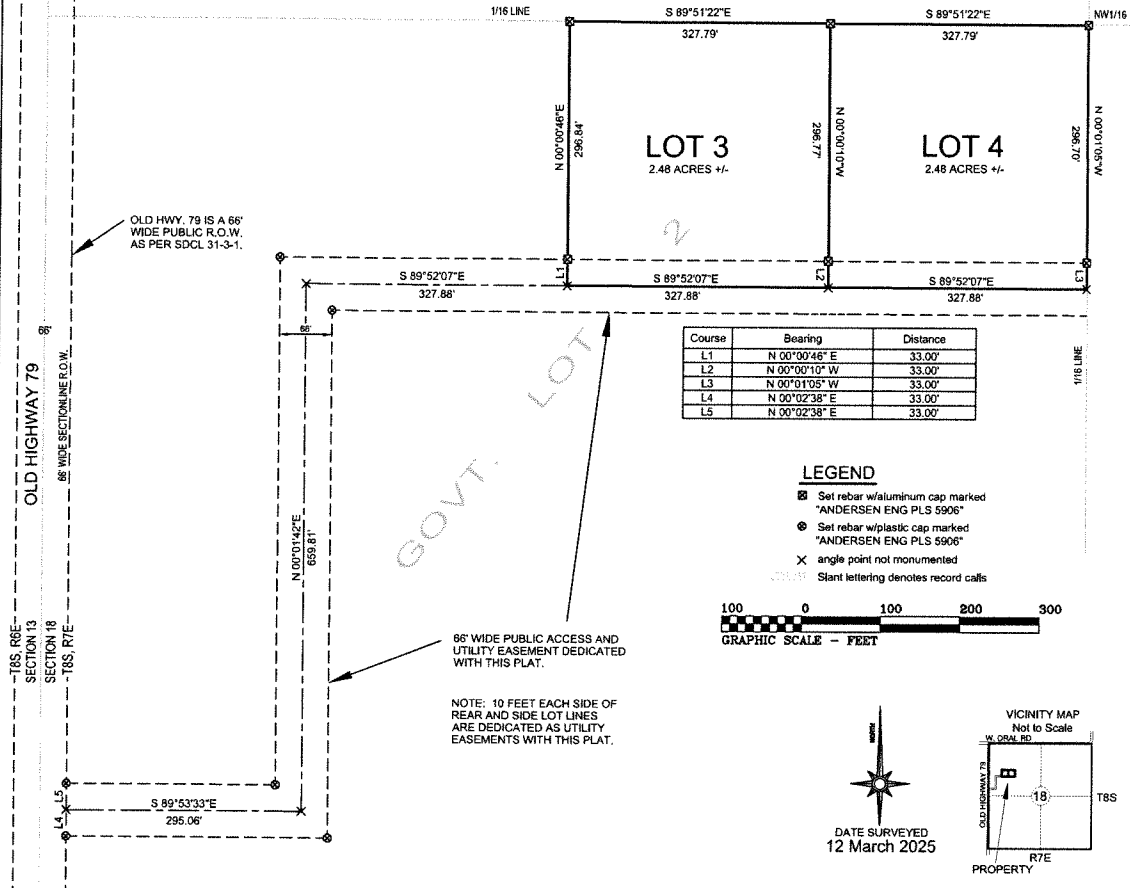
Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

Sue Ganje, Auditor
Fall River County Auditor

LOTS 3 AND 4 OF ANGOSTURA FLATS SUBDIVISION,
LOCATED IN GOVERNMENT LOT 2 OF SECTION 18, T8S,
R7E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

BASIS OF BEARING - GPS OBSERVATION
taken S 19°42'15"W 2053.81' from the NW
Corner of Lot 3.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43° 21' 9.88826"
LONG: -103° 20' 33.57949"



CERTIFICATE OF SURVEYOR

I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ____ day of ____, 2025.

John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER

I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ____ day of ____, 2025.

Fall River County Treasurer

STATE OF _____ COUNTY OF _____

JT Wise Choices, LLC, does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ____ day of ____, 2025.

JT Wise Choices, LLC.

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
On this the ____ day of ____, 2025, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be a member of JT Wise Choices, LLC, a Limited Liability Company, and that she, as such member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as member.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My commission expires _____

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority _____

Date: _____

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ____ day of ____, 2025, at ____ o'clock ____ M, and recorded in Book ____ of Plats on page ____
Document No. _____

Fall River County Register of Deeds

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ____ day of ____, 2025.

Director of Equalization of Fall River County

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county, adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible, all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ____ day of ____, 2025.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ____ day of ____, 2025.

Fall River County Auditor

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by McB/RW	Date 8/6/2025	P.O. Box 446 Edgemont, SD 57735 (605)-862-5500 andersenengineers@gwtc.net
Approved by McB	Date 8/6/2025	
Scale 1"=100'	Sheet 1 of 1	File Name: ANGOSTURA_FLATS_SUB_L3_L4

FALL RIVER COUNTY RESOLUTION #2025-_____

A Plat of Wells Tract 1R and Linstadt Tract of Hoffner Subdivision, located in the E1/2SE1/4 of Section 17, T8S, R5E, BHM, Fall River County, South Dakota, formerly Wells Tract 1

WHEREAS, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 21st day of August, 2025.

Joe Falkenburg, Chairman
Fall River County Board of Commissioners

ATTEST:

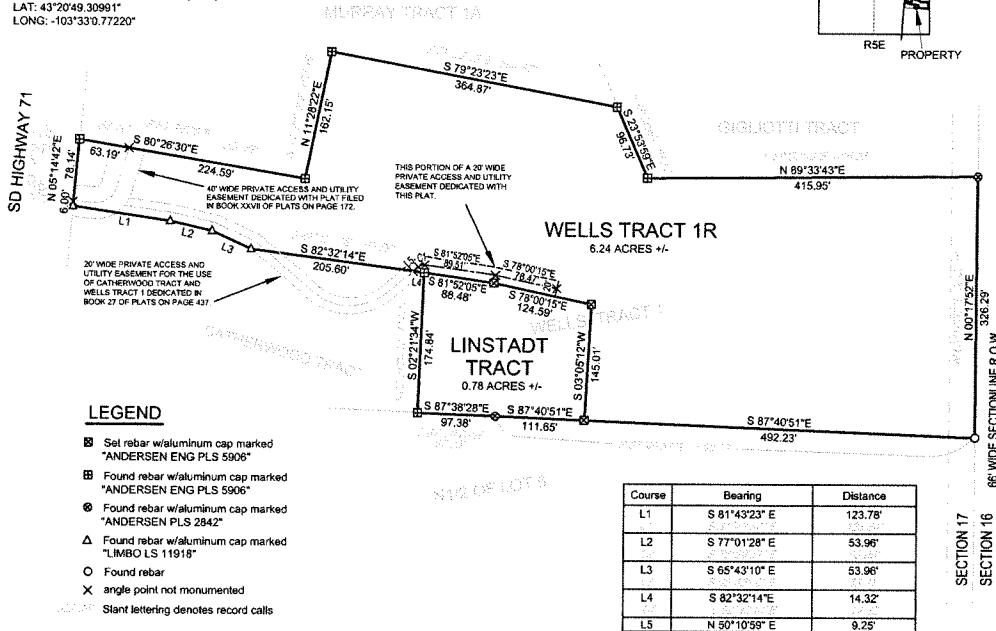
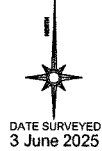
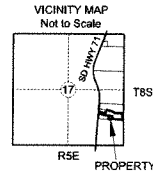
Sue Ganje, Auditor
Fall River County Auditor

WELLS TRACT 1R AND LINSTADT TRACT OF HOFFNER SUBDIVISION, LOCATED IN THE E1/2 SE1/4 OF SECTION 17, T8S, R5E, BHM, FALL RIVER COUNTY, SOUTH DAKOTA

FORMERLY WELLS TRACT 1

NOTE: See Book 27 of
Plats on Page 437 for plat
of WELLS TRACT 1

BASIS OF BEARING - GPS OBSERVATION
taken S 54°12'46"W 2375.83' from the SW
corner of Linstadt Tract.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°20'49.30991"
LONG: -103°33'0.77220"



CERTIFICATE OF SURVEYOR

I, John D. McBride, Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ____ day of ____, 2025.

John D. McBride, SDRLS No. 5906

CERTIFICATE OF COUNTY TREASURER

I, Fall River County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ____ day of ____, 2025.

Fall River County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Fall River County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ____ day of ____, 2025.

Director of Equalization of Fall River County

STATE OF _____ COUNTY OF _____

I, Irene H. Wells, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ____ day of ____, 2025.

Irene H. Wells

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
On this ____ day of ____, 2025, before me, a Notary Public, personally appeared Irene H. Wells, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public My commission expires

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS

Whereas, there has been presented to the County Commissioners of Fall River County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore, BE IT RESOLVED that said plat is hereby approved in all respects.
Dated this ____ day of ____, 2025.

Chairperson, Fall River County Board of Commissioners

CERTIFICATE OF COUNTY AUDITOR

I, Fall River County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Fall River County, South Dakota, at a meeting held on the ____ day of ____, 2025.

Fall River County Auditor

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority Date: _____

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ____ day of ____, 2025, at ____ o'clock ____ M., and recorded in Book ____ of Plats on page ____.
Document No. _____

Fall River County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by McB/RW	Date 6/17/2025	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500 andersenengineers@gwc.net
Approved by McB	Date 6/6/2025	
Scale 1"=100'	Sheet 1 of 1	File Name: WELLS_TR_2025

FALL RIVER SUPPLEMENT HEARING #4
Expenditures

8/21/2025

		EXPENSES TO		ACCOUNT	Description
DATE	AMOUNT	SUPPLEMENT	ACCOUNT		
Cash	\$ 93,693.26	30100X4250161	Building Repair & Maint		
Cash	\$ 49,901.01	20700X4340225	Dispatch		
Cash	\$ 3,410.00	10100x4260215	Juvenile Care		
Cash	\$ 868.00	10100X4291434	Victim's Assistance		
Cash	\$ 6,554.18	20100x4260850	Pymts to Local Ed Agency		Bankhead Jones Schools
Cash	\$ 49,407.14	10100x4260750	Intergovernmental Expense		PILT-Amb, Fire, Twp
Cash	\$ 94,275.10	10100x4260850	Pymts to Local Ed Agency		PILT-Schools
TOTAL	\$ 298,108.69				

**Fall River 4-H/Extension Travel
Travel Budget Line - # 4270.611**

Erin McGlumphy

July 2025

(Month & Year)

Auditor Received:

Date	From To	Auto Mileage	Nature of Business
7/2/25	Hot Springs to Rapid & Return	135	Meet for Regional information
7/8/25	Hot Springs to Edgemont & Return	50	Prep for A.D.
7/18/25	Hot Springs to Rapid & Return	131	Supplies for A.D & Poultry
7/22/25	Hot Springs to Rapid & Return	129	RPCC
7/22/25	Hot Springs to Edgemont & Return	50	Fair ground clean-up day
7/24/25	Hot Springs to Sturgis & Return	185	Help Meade Co 4-H Judging
7/29/25	Hot Springs to Edgemont & Return	50	Finish A.D prep
7/30/25	Hot Springs to Edgemont & Return	50	Static Judging
7/31/25	Hot Springs to Edgemont & Return	50	Achievement Days
TOTAL			830 miles + \$0.67 = \$556.10

Date	Place or item	Room or berth	MEALS			TOTAL	Service and Supplies
			B	D	S		
7-24-25				14.00	20.00	\$34.00	Meade Co.
	TOTAL					\$34	

Travel \$556.10

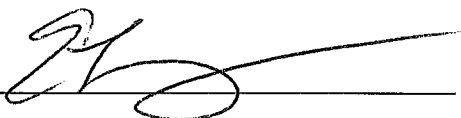
Subsistence \$34

Lodging \$0

Supplies/Other

TOTAL: \$590.10

Signature



Date

8/18/25

Approval

Date



Auditor Office <aud@frcounty.org>

Next meeting

1 message

McGlumphy, Erin <Erin.McGlumphy@sdstate.edu>
To: Auditor Office <agenda@frcounty.org>

Wed, Aug 13, 2025 at 10:11 AM

Good morning,

Can you put me on the next Commissioners meeting for a quarterly report?

In the spirit of 4-H,

Erin

bcc:



**SOUTH DAKOTA
STATE UNIVERSITY**

Erin McGlumphy

4H Youth Program Advisor – Fall River County

SDSU Extension | South Dakota 4-H

Fall River County South Annex

709 Jensen Hwy, Suite B

Hot Springs, SD 57747

P: (605) 745-5133

extension.sdstate.edu



Auditor Office <aud@frcounty.org>

Fw: Fall River Agenda

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor's Office <agenda@frcounty.org>

Tue, Aug 19, 2025 at 9:21 AM

Sue Ganje
County Auditor
Fall River/Oglala Lakota County
605-745-5130

From: Teresa Pullen <Teresa.Pullen@frcounty.org>
Sent: Monday, August 18, 2025 4:42 PM
To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: Re: [EXT] Fall River Agenda

Marie Guerrero Full-time at \$16.50 per hour. This position is to replace a position that is open in our office due to Terry Hill leaving us. Starting approximately September 4, 2025

Teresa Pullen
Treasurer for Fall River & Oglala Lakota County
[906 N River St.](#)
[Hot Springs SD 57747](#)
Phone: 605-745-5145

Fax: 605-745-3530

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On Mon, Aug 18, 2025 at 2:52 PM Teresa Pullen <Teresa.Pullen@frcounty.org> wrote:
Sue,

Please add me to the Fall River agenda for the following hire:

Jeanne Eagle Bull, part-time at \$17.00 per hour. This position is within my OL budget, and the start date is September 8, 2025.

I will have 1 other name to add but I am waiting for verification that she would like the position before I add her to the agenda. I should have it for you this afternoon.

Thanks,
Teresa

Teresa Pullen
Treasurer for Fall River & Oglala Lakota County
[906 N River St.](#)
[Hot Springs SD 57747](#)
Phone: 605-745-5145

Fax: 605-745-3530

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Quarterly Update
July 22, 2025

4-H

- Youth in Action
 - *May 29th at the United Church in Hot Springs*
 - *Families liked that it was moved to just after school got out for the summer instead of right before Achievement Days. We did run into a few families who had already gone on vacation or had prior engagements.*
 - *For the 2025-2026 4-H year, we will need to push it back a week. I am also looking into possibly rotating the event between Hot Springs and Edgemont.*
 - Special Foods
 - Three 4-Hers participated in the Special Food Contest.
 - Fashion Review
 - We had two 4-Hers and a Cloverbud who participated this year. One was new to this project area.
 - Communications Project
 - Four 4-Hers participated in our Communications Project (Public Speaking).
- Spring and Fall Shooting Sports
 - Spring Shooting Sports
 - 12 youth participated at the county level and 6 went to State Spring Shoot.
 - We had four new instructors become certified with the State 4-H Shooting Program.
 - Fall State Shoot
 - Three 4-Hers have qualified which is September 5-7 in Mitchell.
- Citizen Washington Focus:
 - This year Sophie Nathan was the Fall River County CWF representative.
 - She was in Washington DC from June 14-20.
 - CWF is a 4-H civic engagement experience.
 - Visited Memorials, Monuments & Smithsonian's.
 - Toured US Capital, Mt. Vernon, Arlington National Museum, Supreme Core Building, Library of Congress, Union Station, and Holocaust Museum.
 - Sophie will present what she did during our Recognition Event at the end of October.
- Livestock Literacy Events

SDSU/FALL RIVER COUNTY EXTENSION * 709 Jensen Hwy, Suite B * Hot Springs, South Dakota 57747
Making a Difference



**SOUTH DAKOTA STATE
UNIVERSITY EXTENSION**

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- Sheep – 7
- Swine – 7
- Showmanship – all participated in showmanship
- Round Robin:
 - Hunter Kunz won the senior division – sponsored by Misti & Jason Cantrell
 - Teagan Ferley won the junior division - sponsored by B Lazy T Ranch/Brad & Trixie Grill
- State Fair:
 - 9 Fall River County 4-Hers are sending their state fair projects with me to be judged next week.

Extension

- Commercial Applicator testing – 33
- Private Applicator testing – 40 with 18 for the category 14 only.
- March webinar – 16 and we offered 2 others late winter.
- Livestock Water Quick Testing
 - Water samples should be brought to the office to be tested.
 - The quick test is a measurement of salinity indicating livestock water quality.
 - Producers can then send the water sample to a laboratory for a more in-depth analysis.

Office Updates

- I am at State Fair from July 25 – August 1.
- I will be at Fall Conference in Brookings from September 28 – October 1.



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