

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF EMERGENCY MANAGEMENT  
2021 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement  
Between**

Brookings County Commission  
520 3rd. St Suite 210  
Brookings, SD 57006

State of South Dakota  
Department of Public Safety  
Office of Emergency Management  
221 South Central Avenue  
Pierre SD 57501

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Referred to as Sub-Recipient

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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 25, 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, you are required to contribute a cost match of non-Federal funds in the amount of 50% of salary, benefits, and required training costs. Counties with population under 19,000 will be eligible to be reimbursed up to 50% for one emergency manager. Counties with population over 19,000 will be eligible to be reimbursed up to 50% for two emergency managers. This reimbursement is by position, not FTE equivalent. Counties with a population over 100,000 will be reimbursed up to 50% for three employee's as long as all three have an active role in completing LEMPG requirements. 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.

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 \$750,000 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 \$750,000 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 9<sup>th</sup> 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 publically 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 4<sup>th</sup> 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: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; 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; and any additional provisions found in Exhibit B.

11. 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).

12. 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. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. 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.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, 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. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. 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.

16. SUPERCESSION:

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.

17. 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.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing.

19. 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.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services under this Agreement.

21. 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.

22. 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. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient identifies that it may not be able to complete a Workplan item or other requirement contained herein within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension prior to the deadline. If no request for an extension is received prior to the deadline, and the Workplan item or other requirement is not completed, all funds awarded under this Agreement for that quarter will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

23. 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.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. 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.

25. GENERAL REQUIREMENTS:

**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 25. 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).
- Complete the NIMS spreadsheet by July 1.
- 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 31<sup>st</sup>.

#### Training

- All emergency management staff positions supported by LEMPG funding must comply with training and exercise requirements identified in the LEMPG Workplan.
- 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 the EM 101 course. (To be completed within 12 months of hire.)
    - Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed within 2 years of hire. (Note that IS classes can be completed online.)
  - Complete the FEMA Professional Development Series (PDS) or the National Emergency Management Basic Academy and upload a copy of your Emergency Management Institute (EMI) certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
  - Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and upload documentation of completion in WebEOC. Report completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- The following courses are required for all county emergency management staff. Regional Coordinators will work with new county emergency management staff members to have the following training completed 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.)
  - The following is required for all county emergency management staff who have completed ICS, PDS, and APS requirements. Regional Coordinators will work with county emergency management staff members who are required to complete the following training.
  - Complete a minimum of 1 approved classroom course offered by OEM for continuing education. Upload a copy of your certificate in WebEOC. Report completion to your Regional Coordinator. (To be completed by end of performance period)

### **PREPAREDNESS**

#### Threats and Hazards Identification

- Complete or update a THIRA for your county jurisdiction as required. This objective can be met by completing the SD Homeland Security THIRA. (Currently required once every three years)

#### 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, 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.

### 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.
- Develop and participate in an annual regional exercise based on the Regional EOC staffing capability and to the exercise level (Tabletop, Functional, Full-Scale) of the Region's choosing. Regional Coordinator to document and verify participation. *Note: This exercise is a separate exercise requirement from the mandated annual Full-Scale exercise and cannot be combined.*
- 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.

### 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 conduct a Homeland Security Exercise and Evaluation Program (HSEEP) consistent full-scale exercise incorporating Operational Coordination, Operational Communications, and at least one additional capability from the Core Capabilities List (CCL). See the **Administrative Manual Exhibit D** for additional information and requirements regarding exercises.
- All LEMPG funded emergency management staff will participate in and complete the requirements for one of the OEM scheduled drills (SD HAN, WebEOC, or Radio Drill) 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

- If the State Emergency Operation Center (EOC) is activated, impacted counties requesting resources must activate and staff their local EOC.
- Report events to the Office of Emergency Management Duty Officer in a timely manner using current reporting guidelines. (Current guidelines are available in the File Library of WebEOC in the County EM – SDOEM Administration folder).

## **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.

26. 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.

27. 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.

28. COUNTY EMERGENCY MANAGER WORK SCHEDULE:

The County Emergency Manager must maintain a work schedule commensurate with the percentage of time funded by this grant for Emergency Management functions.

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 Manager 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 Manager to conduct other activities for the County, such as 911 Coordinator, Veteran's Service Officer, Deputy Sheriff, etc., they cannot be considered 100%-time County Emergency Manager and the percentage of time should be adjusted accordingly on a Personnel Action Form.

30. 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.

31. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE:

Sub-recipient is required to comply with National Incident Management System (NIMS) standards.

32. AGREEMENT ARTICLES:

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

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF EMERGENCY MANAGEMENT  
2021 LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT**

**Sub-Recipient Agreement  
Between**

Brookings County Commission  
520 3rd. St Suite 210  
Brookings, SD 57006

State of South Dakota  
Department of Public Safety  
Office of Emergency Management  
221 South Central Avenue  
Pierre SD 57501

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Referred to as Sub-Recipient

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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.

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Sub-Recipient Signature - County Commission Chairperson

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Date

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State - South Dakota Office of Emergency Management

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Date

## Exhibit A

### FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number): Brookings County
- b. Sub-Recipient's DUNS number and unique entity identifier: 831514633
- c. Federal Award Identification Number (FAIN): (To be Determined)
- d. Federal Award Date: (To be Determined)
- e. Sub-award Period of Performance: October 1<sup>st</sup>, 2020 thru September 30<sup>th</sup>, 2021
- 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: 2021 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**

### **AGREEMENT ARTICLES**

#### **Article I - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

#### **Article II - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal 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 funds.

### **Article III - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article IV - Age Discrimination Act of 1975**

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

### **Article V - 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. sections 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.

### **Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (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.

### **Article VII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 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 and 44 C.F.R. Part 7.

### **Article VIII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, 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

(see 42 U.S.C. section 3601 et seq.), 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.)

#### **Article IX - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article X - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XI - 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 sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XII - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XIII - 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 (1972) (codified as amended at 20 U.S.C. section 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 and 44 C.F.R. Part 19

#### **Article XIV - 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. section 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.

#### **Article XV - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XVI - 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.)

#### **Article XVII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XVIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) 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. section 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.

#### **Article XIX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. section 2225.

### **Article XX - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 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-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **Article XXI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance 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.

### **Article XXII - 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. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires 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.

### **Article XXIII - Nondiscrimination in Matters Pertaining to 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.

### **Article XXIV - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **Article XXV - Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

### **Article XXVI - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

### **Article XXVII - 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, 42 U.S.C. section 6962. 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.

### **Article XXVIII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 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.

### **Article XXIX - Reporting of Matters Related to Recipient Integrity and Performance**

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 this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **Article XXX - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170,

Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXI - SAFECOM**

Recipients receiving federal financial assistance 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.

**Article XXXII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article XXXIII - Trafficking Victims Protection Act of 2000**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

**Article XXXIV - Universal Identifier and System for Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article XXXV - USA Patriot Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

**Article XXXVI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

### **Article XXXVII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

### **Article XXXVIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

### **Article XXXIX - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

### **Article XL - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

### **Article XLI - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**

DHS financial assistance 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 applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

## 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:**

**1<sup>ST</sup> Quarter**

October

November

December

**2<sup>ND</sup> Quarter**

January

February

March

**3<sup>RD</sup> Quarter**

April

May

June

**4<sup>TH</sup> 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:**

**1<sup>ST</sup> Quarter**

October

November

December

**2<sup>ND</sup> Quarter**

January

February

March

**3<sup>RD</sup> Quarter**

April

May

June

**4<sup>TH</sup> 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:

**1<sup>ST</sup> Quarter**

October

November

December

**2<sup>ND</sup> Quarter**

January

February

March

**3<sup>RD</sup> Quarter**

April

May

June

**4<sup>TH</sup> 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:

**1<sup>ST</sup> Quarter**

October

November

December

**2<sup>ND</sup> Quarter**

January

February

March

**3<sup>RD</sup> Quarter**

April

May

June

**4<sup>TH</sup> 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:

**1<sup>ST</sup> Quarter**

October

November

December

**2<sup>ND</sup> Quarter**

January

February

March

**3<sup>RD</sup> Quarter**

April

May

June

**4<sup>TH</sup> Quarter**

July

August

September

Exhibit D

ADMINISTRATIVE MANUAL



**Local Emergency Management  
Performance Grant (LEMPG)  
Administrative Manual  
FFY 2021**

Performance Period: October 1, 2020 – September 30, 2021

## **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). The funding is used for county/district 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. 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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## **Section 1: Definitions & Acronyms**

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### **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. **CERT.** *CERT* refers to the Community Emergency Response Team.
3. **CFR.** *CFR* refers to the Code of Federal Regulations.
4. **CRMCS.** *CRMCS* refers to the Comprehensive Resource Management and Credentialing System.
5. **DENR.** *DENR* refers to the Department of Environment & Natural Resources.
6. **DHS.** *DHS* refers to the Department of Homeland Security.
7. **DPS.** *DPS* refers to the South Dakota Department of Public Safety which is the state agency the SDOEM is a part of.
8. **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.
9. **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.
10. **EMPG.** *EMPG* refers to the federal Emergency Management Performance Grant.
11. **EOC.** *EOC* refers to the Emergency Operations Center.
12. **FEMA.** *FEMA* refers to the Federal Emergency Management Agency.
13. **Grant Subaward Agreement.** The *Grant Subaward Agreement* is the signatory document that commits grant funds to the subrecipient and acknowledges subaward terms and conditions.
14. **IAP.** *IAP* refers to an Incident Action Plan created to help organize an incident.
15. **LEMPG.** *LEMPG* refers to the Local Emergency Management Performance Grant.
16. **LEMPG Terms & Conditions.** The *LEMPG Terms & Conditions* is the document that identifies the applicable Federal requirements subrecipients must comply with.
17. **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.
18. **Match.** *Match* refers to the 50% match provision required.
19. **NIMS.** *NIMS* refers to the National Incident Management System.
20. **Regional Coordinator.** *Regional Coordinator* refers to an SDOEM employee who serves as a liaison between SDOEM and the local jurisdictions.
21. **SDHAN.** *SDHAN* refers to the South Dakota Health Alert Network which is a web-based highly reliable, persistent messaging system.
22. **SDOEM.** *SDOEM* refers to the South Dakota Office of Emergency Management.
23. **State.** *State* refers to the State of South Dakota.
24. **Subaward.** *Subaward* refers to an award provided by a pass-through entity (SDOEM) to a subrecipient.
25. **Subrecipient.** *Subrecipient* refers to a non-Federal entity that receives a subaward from a pass-through entity (SDOEM).
26. **WebEOC.** *WebEOC* is a web-enabled crisis information management system developed for emergency management.

## **Section 2: Grant Subaward Process**

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### **A. Notice of EMPG Funding Opportunity**

1. Each federal fiscal year (FFY) the SDOEM will present the initial LEMPG award documents to all jurisdictions in the form of a Local Emergency Management Performance Grant Subaward Agreement, LEMPG Terms & Conditions, and LEMPG Work Plan.

### **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 30<sup>th</sup> of each year.  
**Note:** Electronic submissions of the initial Grant Subaward Agreement will not be accepted.

### **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**

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### **A. Quarterly Reporting Requirements**

1. All quarterly reimbursement claims must include the following four items in order to be processed. Sample forms can be found in the WebEOC File Library. For access to the WebEOC File Library, 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 on LEMPG Form 85-21.
    - ii. All expenditures submitted on LEMPG Form 85-21 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.
    - iii. All claims for approved training travel expenses must be submitted on the State Travel Expense Report form located in WebEOC and submitted with the LEMPG Form 85-21 to substantiate the claim. All invoices supporting those claims must accompany the Travel Expense Report.
  - 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 or WebEOC File Library) and submitted for each month with the quarterly report. 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 Quarterly Workplan Report can be found in the WebEOC File Library under County EM – LEMPG.
    - ii. This form should be completed monthly, and shall be submitted quarterly 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 submitted with the quarterly report in WebEOC.

2. Quarterly reports will be submitted via WebEOC. Forms which require signatures must be scanned copies showing signature. 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.

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 4<sup>th</sup> 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 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 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 30<sup>th</sup> but does not process payment in time to include on the 4<sup>th</sup> Quarter 85-21 form, the county can submit a supplemental 85-21 prior to December 31<sup>st</sup>.

## **Section 4: Personnel Procedures**

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### **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. **Retirement Funds.** The share of any payment to a retirement fund must be in a prorated amount apportioned on the percentage of EM time.

#### **2. Travel and Transportation**

- a. **Travel for Training by emergency management office personnel.** Travel expenses incurred by emergency management office personnel including EOC staff to complete LEMPG Contract identified training. Expenses must be substantiated by vehicle mileage records, receipts for travel, lodging, vehicle operating expenses, and other appropriate documentation.

## 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%	45.9	43%	40%	30%	25%
Oct-20	21	8	168	167	151	143	126	118	111	101	84	81	72	67	50	42
Nov-20	19	8	152	144	137	129	114	106	100	91	76	70	65	61	46	38
Dec-20	22	8	176	160	158	150	132	123	116	106	88	77	76	70	53	44
<b>Totals</b>			<b>496</b>	<b>471</b>	<b>446</b>	<b>422</b>	<b>372</b>	<b>347</b>	<b>327</b>	<b>298</b>	<b>248</b>	<b>228</b>	<b>213</b>	<b>198</b>	<b>149</b>	<b>124</b>
Jan-21	19	8	152	160	137	129	114	106	100	91	76	77	65	61	46	38
Feb-21	19	8	152	144	137	129	114	106	100	91	76	70	65	61	46	38
Mar-21	23	8	184	167	166	156	138	129	121	110	92	81	79	74	55	46
<b>Totals</b>			<b>488</b>	<b>471</b>	<b>439</b>	<b>415</b>	<b>366</b>	<b>342</b>	<b>322</b>	<b>293</b>	<b>244</b>	<b>228</b>	<b>210</b>	<b>195</b>	<b>146</b>	<b>122</b>
Apr-21	22	8	176	167	158	150	132	123	116	106	88	81	76	70	53	44
May-21	20	8	160	152	144	136	120	112	106	96	80	73	69	64	48	40
Jun-21	22	8	176	167	158	150	132	123	116	106	88	81	76	70	53	44
<b>Totals</b>			<b>512</b>	<b>486</b>	<b>461</b>	<b>435</b>	<b>384</b>	<b>358</b>	<b>338</b>	<b>307</b>	<b>256</b>	<b>235</b>	<b>220</b>	<b>205</b>	<b>154</b>	<b>128</b>
Jul-21	21	8	168	167	151	143	126	118	111	101	84	81	72	67	50	42
Aug-21	22	8	176	160	158	150	132	123	116	106	88	77	76	70	53	44
Sep-21	21	8	168	160	151	143	126	118	111	101	84	77	72	67	50	42
<b>Totals</b>			<b>512</b>	<b>487</b>	<b>461</b>	<b>435</b>	<b>384</b>	<b>358</b>	<b>338</b>	<b>307</b>	<b>256</b>	<b>235</b>	<b>220</b>	<b>205</b>	<b>154</b>	<b>128</b>
<b>Annual Total</b>			<b>2008</b>	<b>1915</b>	<b>1807</b>	<b>1707</b>	<b>1506</b>	<b>1406</b>	<b>1325</b>	<b>1205</b>	<b>1004</b>	<b>926</b>	<b>863</b>	<b>803</b>	<b>602</b>	<b>502</b>

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  
 July – Independence Day  
 September – Labor Day

### Optional Holidays:

November – Day after Thanksgiving  
 March/April – Good Friday afternoon

## **Appendix C: Schedule of Required Forms and Due Dates**

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

For a complete listing of on-line forms 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.

### **1. NIMS Spreadsheet**

- A. The NIMS Report is located in the File Library in WebEOC under County EM-Forms.
- B. The NIMS Spreadsheet Template is located in the File Library in WebEOC under County EM-Templates. To view last year's submission, please contact your Regional Coordinator.
- C. If you have further questions regarding the NIMS Spreadsheet and reporting, please direct them to your Regional Coordinator.

### **2. Planning**

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

### **3. 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.

### **4. Preliminary Damage Assessment**

- A. Preliminary Damage Assessment (PDA) forms are available in the File Library in WebEOC under PDA Forms. If you have further questions regarding PDA's or Disaster Recovery, please direct them to SDOEM Public Assistance Staff at (605) 773-3231 or your Regional Coordinator.

### **5. 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:
  2. IS-100, IS-200, ICS-300, IS-700, and IS-800. (To be completed within 12 months of hire.)
  3. Complete the EM 101 course. (To be completed within 12 months of hire.)
  4. Complete Incident Command System courses ICS-400. (To be completed within 24 months of hire.)

- B. The following courses are required for all county emergency management staff. Regional coordinators will work with new county emergency management staff members to have the following training completed 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 submit a copy of your Emergency Management Institute (EMI) certificate to your Regional Coordinator. (To be completed within 24 months of hire.)
  - 2. Complete the Homeland Security Exercise and Evaluation Program (HSEEP) course and provide documentation of completion to your Regional Coordinator. (To be completed within 24 months of hire.)
- C. The following courses are required for all county emergency management staff. Regional coordinators will work with new county emergency management staff members to have the following training completed within 6 years of hire. (Note that IS classes can be completed online.)
  - 1. Complete the FEMA Advanced Professional Series (APS) and submit a copy of your EMI certificate to your Regional Coordinator. (To be completed within 6 years of hire.)
- D. The following is required for all county emergency management staff who have completed ICS, PDS, and APS requirements. Regional Coordinators will work with county emergency management staff members who are required to complete the following training.
  - 1. Complete a minimum of 1 approved classroom course offered by OEM for continuing education. Submit a copy of your certificate to your Regional Coordinator. (To be completed by end of FFY 2019)
- E. 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 SDOE Training Program.
- F. A description of the Professional Development Series can be found at: <http://training.fema.gov/is/searchis.aspx?search=PDS>.
- G. A description of the Advanced Professional Series can be found at: <https://training.fema.gov/programs/aps/>.
- H. For further information and guidance regarding Training, please direct questions to the SDOEM Training staff at (605) 773-3231 or your Regional Coordinator.

## 6. Exercises, Evaluations, and Corrective Actions

- A. **OEM Exercise Policy.** 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. Counties participating in the Local Emergency Management Performance Grant (LEMPG) as it relates to the Exercise Program are required to conduct or participate in one drill per quarter and one full-scale exercise per year.**

- B. **Communications Drills.** The State Exercise Coordinator schedules 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.

1. Communications Drill Schedule

Quarterly Drill Schedule

Qtr.	Month	Drill	Date
1st Qtr.	October	SDHan	2nd Thursday
	November	Radio	1st Wednesday
	December	Open	
2nd Qtr.	January	WebEOC	To Be Announced
	February	Radio	1st Wednesday
	March	Open	
3rd Qtr.	April	SDHan	2nd Thursday
	May	Radio	1st Wednesday
	June	Open	
4th Qtr.	July	WebEOC	To Be Announced
	August	Radio	1st Wednesday
	September	Open	

\*Drill schedule is subject to change\*

- C. **Full-Scale Exercise.** One full-scale exercise is required per federal fiscal year. A county is able to choose whether the full-scale exercise is a natural or man-made event. When conducting a full-scale exercise whether it be a single jurisdiction, a Joint Exercise, or a Regional Exercise, two of the core capabilities being tested must be Operational Communications and Operational Coordination. The third and subsequent core capabilities are to be chosen from the Core Capabilities List (CCL). The jurisdiction is required to have at least three agencies, with each agency providing two or more personnel as active exercise participants. If the exercise is an Emergency Operations Center (EOC) Exercise, it must be staffed with personnel assigned to Management, Logistics, Finance, Planning, and Public Affairs.
- D. **Regional and Joint Exercises.** A Regional Exercise is defined as an exercise where more than two county jurisdictions participate in the same exercise. Each jurisdiction is required to have at least three agencies, with each agency providing two or more personnel, from their jurisdiction be active participants in the exercise. A Joint Exercise is one where two county jurisdictions participate in the same exercise. The same requirement of three agencies and personnel also applies to Joint Exercises. A jurisdiction may only claim participation in a Regional Exercise once every three years for Full-Scale credit while there are no restrictions on Joint Exercises.
- E. **Real-world Events.** If a county experiences a real-world event during the current LEMPG year, a county may request permission from the State Exercise Coordinator to use a real-world event in lieu of a full-scale exercise. The following criteria must be met in order for a real-world event to be considered.
1. The county's Emergency Operations Center (EOC) must have been operational for at least one (1) operational period.
  2. The following five (5) EOC functions must have been staffed:
    - i. EOC Management
    - ii. EOC Logistics
    - iii. EOC Finance
    - iv. EOC Planning
    - v. EOC Public Affairs (Public Information Officer (PIO))
  3. An Incident Action Plan(s) (IAP's) must be submitted for each operational period of the event to the State Exercise Coordinator.

F. **Exercise Documentation Required.** To receive credit for the required annual full-scale exercise, each county must fill out and upload the below listed forms to the county's folder in the File Library under the Exercise Program in WebEOC:

1. Discussions and Operations-Based Exercises

- i. Exercise Notification – At least **45 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 (**each participating county is required to submit if exercise is done as a multi-county exercise and must address items specific to that county**) – Within **90 days** post exercise.
- v. Exercise sign-in roster/ CRMCS participation summary – Within **90 days** post exercise.

2. Real-World Event (Once authorization has been received)

- i. Incident Action Plan(s) (IAP's) with the five (5) EOC functions staffed – Within **90 days** post event.
- ii. An After-Action Report-Improvement Plan that specifically addresses Operational Coordination, Operational Communications, and one additional core capability – Within **90 days** post event.
- iii. Event sign-in roster/CRMCS participation summary – Within **90 days** post IAP date or **90 days** post event, whichever is sooner.

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

G. **Additional Exercise Information.** The State Exercise Coordinator is available to travel to the counties. 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.

1. The Emergency Management Institute (EMI) conducts Virtual Tabletop Exercises (VTTX) via a video teleconference platform (Digital Dakota Network [DDN] in South Dakota). A VTTX event allows for 10-15 sites across the nation to participate in each offering. The State Exercise Coordinator works with other State agencies and the public and private sector to coordinate and facilitate the VTTX. South Dakota's DDN video portion is a statewide interactive video communications system.

7. **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.