



**BOARD OF COMMISSIONERS
AGENDA
JULY 2, 2018
5:30PM - COMMISSION ROOM - 116 W CENTER ST**

CALL TO ORDER

ROLL CALL

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

- 1) Matt Jeratowski - Bid Requirements
- 2) Tyler Technologies - Web-Hosted Video Demonstration of Incode Software

CONSENT CALENDAR

- 1) Minutes - June 25, 2018

OLD BUSINESS

NEW BUSINESS

- 1) Authorize Mayor to Sign Recipient Contract
State of SD - Enhanced Mosquito Control Efforts
- 2) Resolution No. 2018-11 - Establish Guidelines for Public Comment During Meetings of Public Bodies

PUBLIC COMMENT

ANNOUNCEMENTS

EXECUTIVE SESSION

- 1) SDCL 1-25-2(3)

ADJOURN

Supplementary agenda information may be accessed at www.cityofmadisonsd.com
AGENDAS - CITY COMMISSION

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

25 June 2018
Regular

The Board of Commissioners of the City of Madison met in regular session on the 25th day of June with the following members present on roll call: Mayor Roy J. Lindsay, Jr. and Commissioners Jeremiah Corbin and Robert Thill. Commissioners Kelly Johnson and Mike Waldner were absent.

Motion by Commissioner Corbin to approve the June 25th agenda, second by Commissioner Thill. Motion carried unanimously.

Motion by Commissioner Thill, second by Commissioner Corbin, to approve the following items on the consent calendar: Minutes - June 18, 2018, Claims for Approval - June 27, 2018, Claims for Ratification - June 13, 2018, Personnel - June, Board Meeting Minutes - May. Motion carried unanimously.

Claims for Approval - June 27, 2018:

A-1 Porta Pros Inc Handicap Unit Rental 441.00; AAA Collections May AAA 484.97; Aarstad/Kevin D Refund After Deposit 27.04; Albers/Falcon A Refund After Deposit 140.51; Allegiant Emergency Services Gloves 45.00; Alpha Media/KJAM Reading Rocks 1,700.00; Altec Industries Inc #73 Annual Inspection 2,952.42; Alvey/Jon Madman Tri Discount 10.00; American Engineering Water Samples 144.00; American Red Cross Lifeguard Training 324.00; Amussen/Adam D Refund After Deposit 69.32; Appera Mat Rental 465.66; Assist Financial Services Overpymnt Membership 25.88; AT&T Mobility Monthly Invoice 876.07; Avera Queen Of Peace Mileage 56.40; Baker & Taylor Gray-Books 111.78; Baldwin Supply Company Motor Rebuild 136.05; Banner Associates, Inc GIS Services 922.50; Big Sioux Community Water Sys May Usage 6,351.71; Blackstone Publishing Glimpse-Books 50.00; Bloodgood/Rhianon Km Refund After Deposit 15.87; Bohlander/Lexi Reimburse Mileage-Meals 78.38; Border States Electric Supply Meter Seals 1,094.62; Borman/Heather Madman Tri Discount 10.00; Borota/Paul A Refund After Deposit 21.95; Builders Firstsource Hardware 152.39; Campbell Supply Hose 680.76; Carquest Of Madison Oil 214.07; Central Business Supply Inc Cartridges 169.54; Century Business Products Inc Maintenance Agreement 24.00; Centurylink June Phone Bill 90.84; Christensen Distributing Brake Cleaner 60.72; City Of Brookings Gate Fees 4,497.68; City Of Madison Disposal Plant 35,365.13; City Of Sioux Falls Pool-Spa Bacteria 44.00; Classic Corner Pizzas 464.00; Coast To Coast Solutions Custom Stickers 218.09; Cochrane Triathlon, LLC Triathlon Items 100.00; Coles Petroleum Inc Oil 232.17; Conduent Business Services LLC June Application Hosting 2,822.87; Core & Main Coupling 2,003.54; Core-Mark Midcontinent Inc Concessions 1,990.51; Craig's Welding Service Hubs-Plates 575.00; Creative Product Source Inc Stickers 263.06; Dairy Queen Ice Cream Treats 198.36; Dakota State University April Electric 5,808.83; Department Of Energy May 2018 Service 110,438.42; DGR Engineering 2018 Elec Conv 3,429.01; Ditch Witch of SD Hole Vac Window Glass 31.14; Dossett Underground Inc N. Catherine Boring 1,200.00; East River Electric Power Coop May Transmission 22,900.53; Educators Progress Service Inc Teaching Aids 186.80; Eimers/Jennifer Reimburse Mileage-Meals 115.68; Elite Card Payment Center Lifeguard Chair-Buoy-Hld 7,569.13; Environmental Products & Access Parts #66 513.39; F & M Coop Oil Co Tire #9b 116.00; Fastenal Company Rain Suit 153.59; First Tee Of South Dakota/The Jr. Golf Clinic 100.00; Gale-Cengage Learning Turbulence-Books 184.74; Graybar Electric Company Ug Enclosure Cover/Egan 495.00; Haar/Kie-Lyn Refund Munchkins-n-Motion 25.00; Hawkes/Ammon Madman Tri Discount 10.00; Hawkins Inc Chemicals 1,740.21; Heartland Consumers Power Dist May Wholesale Power 355,888.53; Heilman Construction Replace Armory Door 905.00; Heiman Fire Equip Inc Shelters-Gloves 649.50; Hillyard Floor Care Supply Towels-Liners-Tissue 1,364.85; Hopp/Jacalyn K Refund After Deposit 78.20; Infotech Solutions LLC Monthly Invoice 2,413.30; Ingram Company Everything-Books 651.69; Interstate All Battery Center Batteries 182.36; Irby Tool Co/Stuart C. Switchgear 65,851.90; Jones Ace Hardware Hardware 157.79; Kadrmass Lee & Jackson Inc Phase 1 Parallel Taxiway 6,398.58; Kalkbrenner/Angela Madman Tri Discount 10.00; Keeps Inc Vest 912.75; Keppen Construction Inc Door-Caulk-Striker 615.65; Lake County Auditor 911 Communications 43,648.00; Lake County International PTO Tech Labor 365.42; Lake County Register Of Deeds Easements 90.00; Larson Electrical Co/J H 12/2 UF Wire 673.22; Lewis Drug Stores Flowers 236.39; Lucas/Amanda J Refund After Deposit 4.17; Mackinac Software LLC June Weather Nexus 95.00; Madison Daily Leader LL Flyer Inserts 994.06; Madison Instant Printing Copies-Printing 818.08; Madison Lawn Care Early Summer Application 274.00; Madison Tennis Association Tennis Balls-Racquets 750.00; Mahrous/Evan Madman Tri Refund 10.00; Mahrous/Tarek Madman Tri Refund 10.00; Mayfield/Karen R Refund After Deposit 163.94; Mc & R Pools, Inc. Ground-Chip-Powerwash 15,975.00; Meyer/Justin E Refund After Deposit 156.32; Microfilm Imaging Systems Monthly Rental 70.00; Micromarketing, LLC Lacemaker-Uncds 99.93; Midwest Turf & Irrigation Hyd Cylinder Asm #18d 619.59; Morgan/Jack A Refund After Deposit 114.11; Murphy/Erin Membership Overpymnt 54.00; Namken/Traci Reimburse Mileage 54.50; Northwestern Energy Swimming Pool Utility 375.89; O'Reilly Auto Parts Oil Filter #32 54.24; OCLC Inc Catalog Subscription 335.18; Office Peeps Inc Copier Expenses 141.52; Olson/Kristin Reimburse Mileage 109.00; Outer World Screen Decals For

Resource Officer 548.00; Overhead Door Company Middle Oh Door Repair 1,265.31; Pepsi Beverages Company Pepsi-Drinks 144.21; Pitney Bowes Company Postage Acct 27980325 2,000.00; Power Promotions Shirts-Trophies 599.82; Price/Donny Membership Overpymnt 21.25; Productivity Plus Account Valve Ball #33 80.41; Randall Stanley Architects Inc City Hall Study Phase 1 2,400.00; Randall/Kasey M Refund After Deposit 26.46; Recorded Books Inc 2018 Mystery Cd Bundle 255.40; Resykle Iron 20.32; SD Housing Authority Grant Circle TIF-May 18 4,413.86; SD One Call Message Fees 188.16; SDN Communications 22/Kea-/SDN 359.84; Sebco Books Rules-Books 338.54; Sertoma Club-Yankton Bike Rack Rental 50.00; Shopko Stores Op Co., LLC Sunbeam 7000 W 59.99; South Central Av Music Internet Delivery 35.00; Sturdevant's Auto Parts Anti-Freeze Unit #76 153.96; Sunshine Foods Cake 221.09; Sweeney Controls Company Labor 1,728.19; Timmer Supply Bb Irrigation 268.98; Tire Motive Service Center 225/60r 16 Hercules Mrx 502.50; ruman/Jared L Refund After Deposit 40.61; Vast Broadcast Internet Service 44.95; Walker/Frances Reimburse Mileage 136.25; Wesco Distribution Inc Insulated Sleeves 27.94; Wheelco Brake & Supply Inc Air Filters #38 79.74; Winter Inc. Concrete 192.50; Zuercher Technologies LLC Field Ops Sub-Configuration 5,980.00.

Claims for Ratification - June 13, 2018:

AFLAC Deduction 2,914.57; City of Madison-Flex One Deduction 1,369.68; Credit Collections Bureau Deduction 89.71; Delta Dental Deduction 5,478.44; Health Pool Of South Dakota Deduction 34,953.17; Local Union #426, IBEW Deduction 286.00; ManhattanLife Assurance Deduction 30.22; Messerli & Kramer P.A. Deduction 158.87; Minnesota Child Support Deduction 261.37; Office of Child Support Deduction 900.00; SDRS Deduction 17,838.92; SDSRP Deduction 3,228.00; Teamsters Local No 120 Deduction 385.00.

Personnel - June: Marcos Garcia - volunteer police cadet, John Minnaert - \$12.00/hour, Leslie Thayer - \$9.10/hour, Allison Balogh - \$9.10/hour, Adam Peak - \$11.00/hour, Jeffrey Lush - \$11.00/hour, Morgan Krein - \$11.00/hour, Michaela Duff - \$11.50/hour, Sabrina Simons - \$11.00/hour, Heidi Fods - \$11.50/hour, Olivia Scott - \$11.00/hour, Seth Wheeler - \$11.00/hour, Cassandra Tieman - \$11.00/hour, Regan Olson - \$11.00/hour, Calli Bordeaux - \$11.00/hour, Cassandra Tieman - \$10.75/hour, Aleesha Alverson - \$11.00/hour, Kaitlyn Klosterman - \$10.60/hour, Aleesha Alverson - \$10.75/hour, Adam Peak - \$10.75/hour, Calli Bordeaux - \$10.75/hour, Emma Brandenburger - \$10.60/hour, Jeffrey Lush - \$10.75/hour, Morgan Krein - \$10.75/hour, Sabrina Simons - \$10.75/hour, Ty Wilkins - \$10.60/hour, Heidi Fods - \$11.50/hour, Nicholas Kessler - \$10.60/hour, Bayden Schneider - \$10.60/hour, Olivia Scott - \$10.75/hour, Austin Donat - \$10.60/hour, Alyssa Elbert - \$10.60/hour, Kaylee DeVries - \$10.60/hour, Lexie Roemen - \$10.60/hour, Morgan Anderson - \$10.60/hour, Brittney Wittmer - \$10.60/hour, Megan Bierschbach - \$10.60/hour, Allison Sahr - \$10.60/hour, Raven WallowingBull - \$10.60/hour, Tatum Ronke - \$10.60/hour, Caileb Reilly - \$10.60/hour, Regan Olson - \$10.75/hour, Mya Maxwell - \$10.60/hour, Lyndsey Kessler - \$11.50/hour, Julianna Hodges - \$10.60/hour, Ammon Hawkes - \$10.60/hour, Michaela Duff - \$11.50/hour, Brittany Dirks - \$10.60/hour, Kaden Krusemark - \$10.60/hour, Michaela Duff - \$11.50/hour, Lyndsey Kessler - \$11.50/hour, Gabe Olson - \$8.85/hour, Ashton Nills - \$8.85/hour, Jessica Leighton - \$8.85/hour, Samantha Verver - \$8.85/hour, Penny Johnson - \$10.80/hour, Mykaela Wilde - \$10.60/hour, Jessica Leighton - volunteer, Grace Walker - \$8.85/hour, Erin Murphy - \$10.80/hour, Kaylee DeVries - \$10.80/hour, Lexie Roemen - \$10.80/hour, Morgan Anderson - \$10.80/hour, Brittney Wittmer - \$10.80/hour, Megan Bierschbach - \$10.80/hour, DeAnn English - \$10.80/hour, Calli Bordeaux - \$10.80/hour, Tyler Hand - \$9.80/hour.

Motion by Commissioner Corbin, second by Commissioner Thill, to authorize the Mayor to sign a Letter of Contract with Banner Associates, Inc. for a water system improvements preliminary engineering report. Said contract defines a range of services to prepare a preliminary engineering report for water tower and distribution system improvements at a cost not to exceed \$9,600.00 with funds to come from the water fund cash balance. Such a report is a requirement of a USDA Rural Development loan program application. Motion carried unanimously.

Motion by Commissioner Thill to declare transformers (4180 KVA) as surplus property, appoint Jeremiah Corbin, Brad Lawrence and Chad Comes as appraisers and set a bid date of July 11th at 10:00am, second by Commissioner Corbin. Motion carried unanimously.

Motion by Commissioner Corbin to adjourn, second by Commissioner Thill. Motion carried unanimously.

The Board of Commissioners adjourned at 5:42pm.

/s/Jennifer Eimers
Finance Officer

STATE OF SOUTH DAKOTA
RECIPIENT CONTRACT
BETWEEN

| | |
|---|---|
| City of Madison Attn: Roy Lindsay 401 S Highland Ave Madison, SD 57042 | South Dakota Department of Health Division of Health Systems Dev. Regulation 600 East Capitol Avenue Pierre, SD 57501 (605)773-3361 |
| _____ | _____ |
| Referred to as "Recipient" | Referred to as "State" |

State and Recipient hereby enter into a contract. This is an agreement for an award of non-federal financial assistance to a recipient.

I. RECIPIENT INFORMATION:

- A. The Recipient's City, State and Zip + 4 for primary place of performance is
Madison, SD 57042
The Recipient's DUNS/unique entity identifier number is 16-8739977
The Recipient's Fiscal year begins January 1, 2018 and ends December 31, 2018

- B. This agreement is made for the purpose of enhancing mosquito control efforts.

| | |
|--------------------------------|-------------|
| Amount provided by State is | \$ 4,185.00 |
| Amount matched by Recipient is | \$0.00 |
| Total Contract Amount | \$ 4,185.00 |

Dollars provided by State consist of the following:
Non-Federal State dollars \$ 4,185.00

II. RECIPIENT ATTESTATION:

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

- A. A conflict of interest policy is enforced within 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 website;
- C. An effective internal control system is employed by the Recipient's organization; and
- D. If applicable, the 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 website.

III. PERIOD OF PERFORMANCE:

A. The term of this Contract shall begin July 1, 2018 and end June 30, 2019.

IV. RECIPIENT

A. Recipient is not a full or part-time employee of State or any agency of the state of South Dakota.

B. Recipient, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.

C. Recipient will not use equipment, supplies or facilities owned by the state of South Dakota.

D. Recipient will not purchase capital assets or equipment using State funds.

E. Recipient agrees to:

1. Utilize funds for the sole purpose of enhancing their mosquito control efforts. Funds may not be used to supplant existing funding or planned expenditures.
2. Mosquito control chemicals and/or equipment purchased under this grant agreement becomes the sole property and responsibility of the Recipient.
3. Where possible, the Recipient agrees to provide State with relevant electronic data obtained during the conduct of control efforts. Report trapping and surveillance data via the SDSU Web-based mosquito population graphing program at: <http://www.sdstate.edu/mosqcount/>

F. INSURANCE: Recipient agrees, at its sole cost and expense, to maintain the following insurance:

1. Commercial General Liability Insurance:

Recipient shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.

2. Professional Liability Insurance:

Grantee shall procure and maintain professional liability insurance with a limit of not less than one million dollars.

3. Business Automobile Liability Insurance:
Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
 4. Worker's Compensation Insurance:
Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
 5. Certificates of Insurance:
Before beginning work under this Contract, Recipient shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Recipient shall furnish copies of insurance policies if requested by State.
- G. Recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Recipient to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- H. This contract does not require Recipient to engage in a function or activity involving the use or disclosure of State's Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR § 160.103.

V. STATE

- A. State will pay, upon receipt of signed contract, up to \$ 4,185.00.
- B. State will not pay Recipient expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$ 4,185.00. Payment will be made consistent with SDCL Ch. 5-26.
- D. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.

VI. OTHER PROVISIONS

- A. **CHOICE OF LAW AND FORUM.** The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. **INTEGRATION.** This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. **TERMINATION:** This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. **NOTICE:** Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Recipient Contact Person on behalf of Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. **ASSURANCES:** The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, 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, 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, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Recipient agrees that neither Recipient, nor any of Recipient's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Recipient will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Recipient, or any of Recipient's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Recipient further agrees that if this contract involves federal funds or federally mandated compliance, then Recipient is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- G. **FUNDING TERMINATION:** This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- H. **NONASSIGNMENT/SUBCONTRACTING:** Recipient shall not assign this contract, or any portion thereof, without the prior written consent of State. Recipient's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Recipient may not use subcontractors to perform the services described herein without the express prior written consent of State. Recipient will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Recipient will cause its subcontractors, 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.
- I. **FEDERAL AND STATE LAWS:** Recipient agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- J. **OWNERSHIP:** All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Recipient's business, will become the sole property of State. State hereby grants Recipient the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Recipient's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Recipient shall be delivered to State upon completion or termination of services under this contract.

- K. **REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE:** Recipient agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Recipient or State to liability. Reporting to State under this section does not satisfy Recipient's obligation to report any event to law enforcement or other entities as required by law.
- L. **SEVERABILITY:** In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- M. **AUDIT REQUIREMENTS:**
(EXPENDING \$750,000 OR MORE)
A nonprofit subrecipient, (as well as profit hospitals) (Recipient), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- N. All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- O. Failure to complete audit(s) as required 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 completed satisfactorily.
- P. **FORCE MAJEURE:** Neither Recipient nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- Q. **CONTRACT ORIGINAL AND COPIES:** An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Recipient.
- R. **RECORD RETENTION/EXAMINATION:** Recipient agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- S. **LICENSING AND COMPLIANCE:** The Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Recipient.
- T. **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Recipient by the State. Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Recipients except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Recipient; (ii) was known to Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Recipient without the benefit or influence of the State's information; (v) becomes known to Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by

applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Recipient will be required to undergo investigation.

- U. CONFLICT OF INTEREST: Recipient agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.
- V. RECYCLING. State strongly encourages Recipient to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.

The parties signify their agreement by signing below.

 Thomas E. Martinec, Director Date Recipient Signature Date
 Division of Health Systems Dev. Regulation
 Department of Health

 Print or Type Recipient Name

 Kari J. Williams Date
 Administrator, Financial Management
 Department of Health

State Contact Person: Bill Chalcraft Phone: (605)773-3361

Recipient Contact Person: Roy Lindsay Phone: 605-270-1668

The following shall be completed by the Recipient:

Nonprofit Profit
 Recipient fiscal year beginning _____ and ending _____

The following shall be completed by the State:

MSA Account code 5 2 0 6 _____

| | | |
|---------------------------|-------------------|-------------------|
| Fund Source Name: | Fund Source Name: | Fund Source Name: |
| CFDA No: | CFDA No: | CFDA No: |
| Program: 3049-0903001-736 | Program: | Program: |
| CO: 2018-Federal | CO: 2018-Federal | CO: 2018-Federal |
| 3047-Other \$ 4,185.00 | 3047-Other | 3047-Other |
| 1000-General | 1000-General | 1000-General |

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

RESOLUTION NO. 2018-11

A RESOLUTION TO ESTABLISH GUIDELINES FOR PUBLIC COMMENT DURING MEETINGS OF PUBLIC BODIES

WHEREAS, the City Commission, as well as other boards and committees of the City of Madison, are considered public bodies subject to open meeting laws; and

WHEREAS, House Bill 1172 of the 2018 Legislative Session amended SDCL 1-25-1 to state ‘the chair of the public body shall reserve at every official meeting by the public body a period for public comment, limited at the chair’s discretion, but not so limited as to provide for no public comment’; and

WHEREAS, guidelines shall be established to provide for clarity and consistency in the application of this statutory requirement amongst all City of Madison boards and committees subject to open meeting laws;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That the following guidelines be established as follows:

1. Any individual wishing to speak during the public comment period must complete the requested information on the established sign-in document prior to the public comment period of the meeting.
2. Comments must be presented to the entire public body and not to individual members, employees or other individuals and must be relevant to the business matters of the City of Madison.
3. Comments must be presented in a professional and civil matter. Threatening, vulgar or abusive language will not be tolerated.
4. Individuals will be limited to three minutes to make their comments unless allowed extended time by the Mayor or President/Chair. Those who require interpreters or other special accommodations may be given additional time. Individuals may not relinquish their allotted time to another individual.
5. Members of the public body are not required to respond to comments, answer questions or engage in any dialogue with an individual making a public comment.
6. No action will be taken by the public body on any public comment during the meeting that the comment was made. However, members of that public body may request that comments on matters deemed to require further discussion or formal action be placed on a future agenda of that public body.
7. Comments related to items on the current agenda must be made during the discussion of that agenda item.

Dated this _____ day of July, 2018.

CITY OF MADISON

Mayor

ATTEST: _____
Finance Officer