



Community Services Board Agenda
City Council Chambers, City Hall, 612 N. Main Street
November 14, 2024

- 1. Call to Order**
- 2. Approval of the Agenda**
- 3. Approve Minutes from Previous Meeting**
- 4. DOT 5339 Grant**
- 5. Fiscal Year 2025 5311 Funding**
- 6. Capital Improvement Plan**
- 7. Transit Coordination Plan Update**
- 8. Nutrition Site Assessments**
- 9. Parkston Meal Site**
- 10. Citizens Input**
- 11. Department Reports and Updates**
 - A. Palace Transit**
 - B. Adult Nutrition**
 - C. Mitchell Volunteer Program**
 - D. James Valley Community Center**

12. Schedule Next Meeting

13. Adjournment

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.



Community Services Board
City Council Chambers, City Hall, 612 N. Main Street
September 12, 2024

1. Call To Order

Jay Larson called the September 12th, 2024 Community Services Advisory Board Meeting to order at 10:05am.

2. Roll Call

Members Present: Jay Larson, Penny Virchow, Cole Morgan, Sarah Beckstrom, Kristi Bitterman, and Jan Quenzer

Members Absent: Wendy Linke and Al Jacklin

Ex-Officio Members Present: John Doescher

Staff Present: Jessica Pickett and Amy Hurt

3. Approval of Agenda

A motion was made by Sarah Beckstrom second by Kristi Bitterman to approve the agenda. All members present voting aye, motion carried

4. Approval Minutes From Previous Meeting

A motion was made by Sarah Beckstrom second by Kristi Bitterman to approve the last meeting minutes. All members present voting aye, motion carried.

5. Transit Subrecipient Risk Assessment

The Transit Subrecipient Risk Assessment was completed on Palace Transit. The assessment results show that they are low-risk. No issues were found.

6. Transit Software Update

On August 14th Spare, the new Palace Transit software, was launched. The developers are currently editing the program to match our needs and regulations, and work out all the bugs. A few changes to the program are scheduling rides by the arrival time or the leave by time and not 30 minutes before the appointment. There is also an App where clients can schedule or cancel a ride.

7. Palace Transit Shopping Hours

The shopping hours for the grocery stores and Walmart have been removed due to the new software. The software is constantly optimizing the trips for a more efficient route.

8. Transit Passenger Handbook

With the launch of the new Transit Software, we need to make some revisions to the Transit Passenger Handbook. We did away with the 7:30 last pickup time, changed the Sunday hours from 7:00am-2:00pm, put a \$15 same day fee for Saturdays and Sundays, updated the holidays, updated children under 3 policy, transportation fees for items left on the bus, mileage fares, walkers/wheelchair policies, package policies, smoking policies, children under 3 policies, shoe policy, honking horn procedure, scheduling and canceling rides procedures, eliminated the 10-minute window either way, no show policy, seatbelt policy, oxygen procedures, service animal policies, past due fares policy, and added the weather closure policy. The board went through the suggested changes and made a few minor adjustments. A motion was made by Jan Quenzer second by Penny Virchow to approve all the updates to the Palace Transit Passenger Handbook. All members present voting aye, motion carried.

9. SD Statewide Coordinated Public Transit - Human Service Transportation Plan

The State developed a Statewide Coordination Transit Plan, instead of all the transit agencies doing their own this year. The 287-page plan was emailed to all the board members for them to read. The coordination plan breaks down the transit regions, talks about van-pooling, strategies, priorities, challenges, and much more.

10. South Dakota State Plan on Aging

The plan is updated every 4 years for entities that receive Older American's Act Federal funding. The plan covers nutrition, adult aging programs, learning programs, volunteering, and home programs for seniors. Jessica attended a meeting this week in Sioux Falls for more insight on the plan.

11. Nutrition Software

An update to the current Nutrition Software Program is in progress. A barcode will be assigned to all clients, along with a card with a barcode. The barcodes will be used in recording meals that the clients eat daily. All nutrition sites will receive a scanner and a tablet in order to scan the cards daily.

12. United Way

Jessica participated in three separate Facebook live interviews for The Mitchell United Way, featuring the James Vally Community Center, Adult Nutrition Program, and Mitchell Volunteer Program. A portion of United Ways funds contributes to all three of these programs.

13. Citizens Input

City Administrator Stephanie Ellwein, did a presentation on the impact the Grocery Tax Reduction would have on the community and the city departments, if it passes in November.

14. Department Reports and Updates

A. Palace Transit

The year-to-date Ridership Report for July was given to the board members. The report

breaks down the rides by special emphasis on elderly riders, handicap riders, school-age riders, and general public riders. The results are then compared to last year. Palace Transit is currently up on rides and miles.

B. Adult Nutrition

Board members were given the July and August Nutrition Reports. For this fiscal year we are down compared to last year and to our projections. Meal counts are down due to Parkston serving meals 3 days a week instead of its normal 5 days a week.

C. Mitchell Volunteer Program

We currently have 159 volunteers enrolled in the Mitchell Volunteer Program. The report given to the board members shows the non-profits in the community that the volunteers helped with in July and August.

D. James Valley Community Center

The JVCC Progress Report for July – August 2024 was given to the board members. The report shows activities, events, and fundraisers that are going on at the James Valley Community Center. Some of the activities were Rusty Rierson Concert, Wellness Wednesdays, Pool Tournament, and bingo. An upcoming 6-week National Chronic Disease Day Workshop is coming up starting in September.

15. Next Meeting

The next meeting will be Thursday, November 14th, 10:00am at City Hall Council Chambers.

16. Adjournment

The meeting was adjourned by Jay Larson at 11:08am.

Infrastructure Investment and Jobs Act (IIJA) of 2021 [Section 5339] (CFDA NO. 20.526)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
SUB-RECIPIENT AGREEMENT
BETWEEN**

City of Mitchell, South Dakota
dba Palace Transit
300 West 1st Avenue
Mitchell, SD 57301

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the Sub-Recipient

Referred to in this Agreement as the State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

Information for the Federal Award Identification, as described in 2 CFR 200.332(a) will be inserted below. In the event of a change in the award or funding source, the information inserted 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.

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's name: city of Mitchell, South Dakota
- b. Sub-Recipient's Unique Entity ID: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2024-014
- d. Federal award date: 9/13/2024
- e. Sub-award period of performance: 10/1/2024-9/30/2026
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$90,800
- g. Total amount of federal funds obligated to the Sub-Recipient: \$90,800
- h. Total amount of the federal award committed to the Sub-Recipient: \$90,800
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows: Bus & Bus Facilities Formula Program
- j. Name of federal awarding agency: Federal Transit Administration
Pass-through entity: South Dakota Department of Transportation
Contact information for awarding official of the pass-through entity:
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre SD 57501

- k. CFDA No. and name: 20.526; Bus & Bus Facilities Formula Program
- l. Is the grant award for research and development (R&D)? Yes No
- m. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

- A. This Agreement will be effective on 10/1/2024, and will end once the parties have met all obligations under this Agreement, unless sooner terminated pursuant to the terms of this Agreement.
- B. All costs incurred must be submitted to the State no later than 30 days after the end of the Period of Performance.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- ii. The BIL continues the Section 5339 Grants for Buses and Bus Facilities Program established pursuant to 49 U.S.C. Section 5339, which makes funding available to states and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
- iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient to the elderly and persons with disabilities, and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the non-profit organization transportation project as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

The cost of the PROJECT will be in the amount indicated in the Sub-Recipient's application or the latest approved PROJECT budget, attached to this Agreement as **Exhibit G**, and will be born in the manner described in this Agreement. The Sub-Recipient will provide, from sources other than FTA federal funds, funding in the amount sufficient, together with Federal FTA PROJECT grant funds, referred to in this Agreement as the "GRANT," to assure payment of the actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to enable the Sub-Recipient to provide the Sub-Recipient's share of the PROJECT costs, at or prior to, the time that such funds are needed to meet the PROJECT costs. The Sub-Recipient further agrees that no refund, or reduction of the amount so provided, will be made at the same time, unless there is, at the same time, a refund to the State of a proportional amount of the GRANT.

- a. The State will provide eighty (80%) of the total equipment and purchase costs approved by the State.
- b. The State will provide eighty-five (85%) of the total equipment and purchase costs approved by the State for equipment which must comply with or maintaining compliance with the Americans with Disabilities Act of 1991 (ADA; 42 U.S.C. 12101, *et seq.*) or the Clean Air Act (CAA; 42 U.S.C. 7401, *et seq.*).
- c. The State and the Sub-Recipient have agreed to the purchase of the following equipment:

Shop Tools, Computers, Dispatch Software, Tires
- d. The State will pay its share of the total costs of the equipment listed in Paragraph A.4.c. directly to either the Sub-Recipient or the vendor, upon equipment delivery. Any purchase made by the Sub-Recipient under this Agreement in an amount over Five Thousand Dollars (\$5,000.00) requires verification of receipt of equipment by physical inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the 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 or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the 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 the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will 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 will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

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, will 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 will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the 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 must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends \$750,000.00 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
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than \$750,000.00 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 will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, 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 awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will 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 CFR 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 federal agency each 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, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (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.

The 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.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of

interest policy. The 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

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B. 3.
- b. The Sub-Recipient will submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- d. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- e. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- f. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.
- g. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- h. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State's prior written consent.

2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made during the PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
 - i. The Sub-Recipient discontinues the use of the PROJECT equipment for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the equipment's useful life.
 - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
 - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
 - iv. The Sub-Recipient is in default under any provision of this Agreement.
 - v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
 - vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT equipment in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

5. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Sub-Recipient will not use State equipment, supplies or facilities.

6. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

7. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

8. CONTRACTS IN EXCESS

- A. When required by Federal program legislation, all prime construction contracts in excess of Two Thousand Dollars (\$2,000.00) awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- B. Where applicable, all contracts awarded by the non-Federal entity in excess of One Hundred Thousand Dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

9. FEDERAL AWARDS

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

11. CIVIL RIGHTS

The Sub-Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the U.S. Department of Transportation issued pursuant to the Act. The Sub-Recipient has signed Local Civil Rights Assurances to this effect which is attached as **Exhibit A** and made a part of this Agreement.

The Sub-Recipient will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments. The Sub-Recipient has signed Americans With Disabilities Assurance to this effect which is attached as **Exhibit B** and made a part of this Agreement.

The State, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, CFR, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award.

12. DISADVANTAGED BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Sub-Recipient will cooperate with the State in meeting the State’s commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) and will use the Sub-Recipient’s best efforts to insure that Disadvantaged Business Enterprises have maximum practicable opportunities to compete for subcontract work under this Agreement. The Sub-Recipient will carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation (USDOT) assisted contracts. Failure by the Sub-Recipient to carry out these requirements is a material breach of this Agreement, which may result in termination of this Agreement or such other remedy as the State deems appropriate. The State’s DBE program, as required by 49 CFR Part 26 and as approved by the USDOT, is incorporated in this Agreement by reference.

13. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

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

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

14. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

15. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

16. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit C** and made a part of this Agreement.

17. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

18. 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 in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

19. SEVERABILITY

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

20. TITLE VI ASSURANCE

The Sub-Recipient will be bound by **Exhibit D**, attached to and made a part of this Agreement, said assurance being entitled, "STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES APPENDIX A & E."

21. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit E**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

22. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

23. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation

Attn: Air, Rail, and Transit Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Transit Director
300 West 1st Avenue
Mitchell, SD 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

24. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement may 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.

25. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

26. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

27. CONFLICT OF INTEREST

The 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.

28. 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 will be a violation of the terms of this Agreement, and the Agreement will be subject to termination.

29. COMPLIANCE WITH EXECUTIVE ORDER 2020-01:

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to

do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification, and agrees such noncompliance may be grounds for termination of this Agreement.

C. GRANT SPECIFIC PROVISIONS

1. PURCHASE OF PROJECT EQUIPMENT

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT EQUIPMENT

Title to the PROJECT equipment will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT equipment set forth in this Agreement.

3. USE OF PROJECT EQUIPMENT

The Sub-Recipient must use the PROJECT equipment and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT equipment is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the equipment can still be used for transportation service, and the State gives written approval for transfer of equipment, the Sub-Recipient may transfer ownership of the equipment to another private nonprofit organization with the Sub-Recipient to receive a payment of twenty percent (20%) of the estimated equipment value from the receiving organization. The State will establish the estimated equipment value and the State may permit the Sub-Recipient to dispose of the PROJECT equipment in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT equipment is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-insurance as will be adequate to protect the PROJECT equipment and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's annual application for Section 5339 funds, a certification that the PROJECT equipment is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT equipment and facilities.

4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with equipment and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Equipment must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
 - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.
 - ii. School Bus: Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to

permit the flow of Section 5339 funding in the absence of a finding of noncompliance by the U.S. DOL.

b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5339, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- ii. (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.
- (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.
- iii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- iv. For the purpose of providing the statutory required protections, including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the

National (Model) Section 5333(b) agreement¹ executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.

- v. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.

- vi. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
- vii. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.
- viii. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
- ix. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.

- x. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.
- xi. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

7. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Sub-Recipient will comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operations work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Sub-Recipient's PROJECT from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.
- b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

8. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in the Local Civil Rights Act of 1964, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area. To assist the Sub-Recipient, the State will reserve a portion of new Section 5339 funds if these funds become available for future retrofit projects.

9. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. Any party receiving reimbursements with Section 5339 funds is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program to this effect and is attached as **Exhibit F** and made a part of this Agreement.

10. DRUG-FREE WORKPLACE

The Sub-Recipient will maintain a drug-free workplace for all employees and must have an antidrug policy and awareness program. The Sub-Recipient must comply with all requirements of 49 CFR Part 32.

11. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq.* The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

13. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.*, and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement

work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

15. EMPLOYEE POLITICAL ACTIVITY

To the extent applicable, the Sub-Recipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. 1501-1508 and 7324-7326, and US Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees whose principal employment activities are finance in whole or in part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

16. FACILITY, EQUIPMENT, AND VEHICLE MAINTENANCE PLANS

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program and Safety Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the building facility maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of facilities and equipment, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for facilities and equipment.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

17. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

18. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

19. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

20. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. STANDARD PROVISIONS CONTINUED

1. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

2. INDEMNIFICATION:

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

3. INSURANCE:

At all times during the term of this Agreement, Sub-Recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

Before beginning work under this Agreement, Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State of South Dakota, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

4. CONFIDENTIALITY OF INFORMATION:

For the purpose of this paragraph, "State Proprietary Information" shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State. Sub-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. Sub-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 consultants 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 and who have been instructed that such information is or may be confidential under state or federal law. Sub-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. Sub-Recipient shall protect confidentiality of the State's Proprietary 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 Sub-Recipient; (ii) was known to Sub-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 Sub-Recipient without the benefit or influence of the State's information; or (v) becomes known to Sub-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. Sub-Recipient understands that State's Proprietary Information may be confidential and protected under applicable state or federal law and agrees to immediately notify the State if the Information is disclosed, either intentionally or inadvertently. Sub-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 agreement 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, including but not limited to posting this Agreement on the State's website. If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-Recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality paragraph and to immediately notify the State of such matter.

Sub-Recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-Recipient agrees to return to the State, at Sub-Recipient's cost, any Confidential Information or documentation maintained by Sub-Recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-Recipient and State.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

5. AUTHORIZATION

The Sub-Recipient has designated its Mayor as the Sub-Recipient's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Sub-Recipient. A copy of the Sub-Recipient's Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the Sub-Recipient's authorized representative is attached to this Agreement as **Exhibit H**.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Its: Mayor	Its: _____
Date: _____	Date: _____
Attest:	
By: _____	
Printed Name: _____	
City Auditor/Clerk	

(City Seal)

LOCAL CIVIL RIGHTS ASSURANCES

City of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5304 of the Intermodal Surface Transportation Efficiency Act of 1991, as amended, that:

1. No person will on the grounds of race, color, creed, national origin, sex, age, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. City of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, or national origin.
3. City of Mitchell, South Dakota, will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Handicap in Federally Assisted Programs and Activities receiving or Benefiting from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that handicapped persons, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

Implementing the Rehabilitation Act of 1973, as amended, and
the Americans With Disabilities Act of 1990

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

City of Mitchell, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

City of Mitchell, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

City of Mitchell, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of City of Mitchell.

City of Mitchell

By: _____

Its: _____

Date: _____

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, the Sub-Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.* [78 stat. 252]) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. Ch. 471 § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to 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 this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).
- v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

City of Mitchell

By: _____

Its: _____

Date: _____

Certification of Compliance with FTA Anti-drug and Alcohol Misuse Prevention Programs

City of Mitchell, as an applicant for a FTA grant, certifies to the best of its knowledge and belief, that it has adopted and implemented the following:

- A. A policy statement on drug use and alcohol misuse in the workplace.
- B. An employee and supervisor education and training program.
- C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.
- D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

City of Mitchell, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the City of Mitchell.

City of Mitchell

By: _____

Its: _____

Date: _____

Budget No. 1

**Application for Capital Grants Assistance under
Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021**

The PROJECT consists of procurement of:

Shop Tools, Computers, Dispatch Software, Tires

<u>Equipment Type</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>Total</u>
Shop Tools	\$3,600	\$900	\$4,500
Computers	\$1,600	\$400	\$2,000
Dispatch Software	\$70,400	\$17,600	\$88,000
Tires	\$15,200	\$3,800	\$19,000
TOTAL	\$90,800	\$22,700	\$113,500



**DEPARTMENT OF
TRANSPORTATION**

**RURAL TRANSIT AGENCY
CAPITAL IMPROVEMENT PLAN (CIP)**

PALACE TRANSIT



Why is a CIP important?

A sound and well-designed program of capital investments can provide a transit system with many benefits, including improved system reliability, reduced operating costs, and increased ridership and farebox revenues. A successful CIP results from a process that identifies needs, assesses funding availability and resources, and prioritizes investments.

Careful consideration of future investments will allow transit agencies to fund and sustain long-term capital investments. This plan should be based on the vision for transit within your community(s), knowledge of historical and current operating budget, system performance and awareness of the market forces and trends that will influence transit in the future.

The more your transit agency is visible and active in the community, the more successful it will be at garnering support and financial resources for its capital program. Combined with the proper planning tools, these best practices can help transit agencies develop a capital program that meets current and future needs.

Step 1: Identifying Needs

1. Create a list of capital needs - Focus on achieving and maintaining your assets' State of Good Repair for a safer and more reliable transit fleet.
2. Use asset management software to assist in identifying future needs. Information can be found in current SDDOT software by reviewing your assets' condition ratings calculated by your agency and SDDOT staff.
3. Rank capital needs based on priority. One is the highest priority.
4. Review capital needs to determine benefits, potential obstacles, and community support.

In the text boxes throughout the manual, describe and prioritize your agency's current and future needs. Detailed description and background knowledge will help fill out your current CIP and be a helpful reference when you complete your future CIPs. Remember to consider the benefits, obstacles, maintenance costs and community support your agency has for each need.

In the text box below, describe and prioritize your agency's current and future rolling stock needs. Detailed description and background knowledge will help fill out your current CIP and be a helpful reference when you complete your future CIPs. Remember to consider the benefits, obstacles, preventative maintenance costs, and community support your agency has for your rolling stock needs.

Rolling Stock Tab: The first tab of the CIP template is to identify your rolling stock needs. Enter the number of replacement vehicles— document the last six of the vehicles’ VIN numbers for the vehicles you are replacing and the priority ranking. enter the number of expansion vehicles and the corresponding priority ranking. Enter the total dollar amount for each vehicle category. Enter all associated preventative maintenance costs. You will notice different vehicle types on the spreadsheet’s left side, including ADA minivans, non-ADA minivans, passenger vans, sedans/SUVs, narrow-body buses, cutaway buses and rolling stock preventative maintenance. Please enter the vehicle information according to each vehicle type. The information from the rolling stock text box above will help with the details needed for the facility tab.

In the text box below, describe and prioritize your agency’s current and future facility needs in the text box below. Detailed description and background knowledge will help fill out your current CIP and be a useful reference when you complete your future CIPs. Remember to consider the benefits, obstacles, maintenance costs and community support your agency has for each need.

Rolling Stock Text Box

Rolling Stock – City general funds are used for the match to purchase all vehicles.

Rolling stock vehicles are replaced as they meet their useful life. We use the age, annual vehicle mileage, and repair costs to determine when the vehicle will meet its useful life.

Below is when we will need the following vehicles:

2025 – Replace 2 Champion buses (20+2 front rear) with 2 cutaway buses (24+2 front load).

2026 – 1 passenger van to replace 1 ADA minivan that was past its useful life and was sold via purple wave auction in 2023.

2027 – Replace 2 Champion buses (16+2 rear load) with 2 cutaway buses (18+2 front load).

2028 – Replace 2 Champion buses (22+2 front load) with 2 cutaway buses (22+2 front load).

2029

***Preventative Maintenance is based off 5-year actuals and approved by the City Council budget process.

Facility Tab: The second tab of your CIP template is for Identifying Facility Needs. Please enter the project location, description, cost amount, facility preventative maintenance, and all associated preventative maintenance costs. The information from the facility text box above will help with the details needed for the facility tab.

In the text box below, describe and prioritize your agency's current and future equipment needs in the text box below. Detailed description and background knowledge will help fill out your current CIP and be a useful reference when you complete your future CIPs. Remember to consider the benefits, obstacles, maintenance costs and community support your agency has for each need.

Facility Text Box

Below is our facility needs at the City of Mitchell – Palace Transit bus garage:

2025 – LED lighting to replace the interior lights in the bus garage. LED lighting was installed in three different phases in the past. Currently our first two phases of lighting is no longer operational and needs to be replaced. This includes the outer row lights in the main part of the garage and the center row lights in the main part of the garage.

2026 – LED lighting to replace the interior lights in the bus garage. LED lighting was installed in three different phases in the past. This would be to replace our third phase lighting which is the additional section of the garage.

2027 – Garage Door repair/replacement on wash bay due to the everyday heavy usage and life expectancy.

2028 – Garage Door repair/replacement on the west and south side due to the everyday heavy usage and life expectancy.

2029

Equipment Tab: The third tab in your CIP will identify equipment needs. The spreadsheet is categorized along the left side of the spreadsheet by equipment, technology, and miscellaneous. Enter all associated preventative maintenance costs at the bottom of the spreadsheet. The information from the equipment text box above will help with the details needed for the facility tab.

Equipment Text Box

<p>Equipment</p> <p>2025</p> <ul style="list-style-type: none"> • Tires = We plan to replace tires as they wear and before tread depth does not meet safety standards. <p>2026</p> <ul style="list-style-type: none"> • Shop Tools = The shop will need to replace its scanning tool to properly diagnose the vehicles. • First Aid = We will need to update all our First Aid kits, CPR kits, Spill kits and Bleeding Control kits with non-expired items. • Tires = We plan to replace tires as they wear and before tread depth does not meet safety standards. • Air Compressor = Our current air compressor used for the bus tires has met its useful life expectancy (over 15 years) and does not function properly. <p>2027</p> <ul style="list-style-type: none"> • Shop Tools = The shop will need new bottle jacks due to the current ones wearing out. • Tires = We plan to replace tires as they wear and before tread depth does not meet safety standards. <p>2028</p> <ul style="list-style-type: none"> • Shop Tools = The new buses will require RY1234 Refrigerant Manifold Gages. • Wash Bay = The wash bay will need to replace the hoses, swivels, and wands. • Tires = We plan to replace tires as they wear and before tread depth does not meet safety standards. <p>2029</p> <ul style="list-style-type: none"> • Tires = We plan to replace tires as they wear and before tread depth does not meet safety standards. • Wash Bay = The wash bay equipment unexpected broke this year, so in order to prepare for the future we are adding this as a future expense. This will include replacing pressure washer, heater coil, fittings, etc. <p>Technology</p> <p>2025</p> <ul style="list-style-type: none"> • Dispatch Software = The maintenance of the dispatching system is an annual expense. • Tablets/Radio/Lockbox = We currently have a rotational system with the IT department to replace the tablets use to dispatch in each bus as they have met their useful life expectancy. The radio/lockbox will have a temperature control tablet case and mount to keep the tablets operating under our area’s changing temperatures. • Vehicle Cameras = Add cameras to 2 new buses. • Computers with Software = We currently have a rotational system with the IT department for replacing computer hardware/software as it has met its useful life expectancy. • Camera Storage = Currently all vehicle camera footage must be pulled physically and is not stored past 30 days. This will allow us to remotely pull footage and store it as long as needed. This would be a 5 year storage plan. <p>2026</p> <ul style="list-style-type: none"> • Dispatch Software = The maintenance of the dispatching system is an annual expense.
--

- Vehicle Cameras = Add cameras to 1 new van.

2027

- Dispatch Software = The maintenance of the dispatching system is an annual expense.
- Vehicle Cameras = Add cameras to 2 new buses.

2028

- Dispatch Software = The maintenance of the dispatching system is an annual expense.
- Computers with Software = We currently have a rotational system with the IT department for replacing computer hardware/software as it has met its useful life expectancy.
- Tablets/Radio/Lockbox = We currently have a rotational system with the IT department to replace the tablets used to dispatch on each bus as they have met their useful life expectancy. The radio/lockbox will have a temperature control tablet case and mount to keep the tablets operating under our area's changing temperatures.
- Vehicle Cameras = Add cameras to 2 new buses.

2029

- Dispatch Software = The maintenance of the dispatching system is an annual expense.

Miscellaneous

2025

2026

- First Aid = We will need to update all our First Aid kits, CPR kits, Spill kits and Bleeding Control kits with non-expired items.

2027

- Office Furniture Office Chairs = The second dispatch desk is aging and not holding up as well and will need to be replaced. All office staff chairs will need to be replaced due to age and usage.

2028

2029

***Preventative Maintenance is based off 5-year actuals and approved by the City Council budget process.

Step 2: Budget

Comparing funds available with funds needed will enable you to identify funding overages or shortfalls and begin planning. Remember to consider the estimated overall cost of each project, estimated operational & maintenance costs for each project, total revenues from each project, and funding sources needed.

Summarize your agency's current and future budget in the text box below. You can accomplish this by asking yourself the following questions:

- How much 5339(a) funds are historically available for my transit agency?
- How much 5339(b) competitive funds are typically available for my transit agency? Which assets do I want to target using discretionary funds?
- How much funding from donations can I expect from the communities we serve? Can we use these donations for asset acquisition?
- What additional and innovative funding mechanisms can we target? When do these additional opportunities become available for application?

In the past 5 years, we have received approximately \$198,000 in 5339 funding.

Administrative costs have been increasing by approximately \$40,000 per year and Operating costs have been increasing by approximately \$30,000 per year. This is due to increased ridership, cost of living and annual raises.

Local match is provided through the city general funds, contracts, and advertising on the buses.

With the increase of ridership, our funding has increased with that need.

If local match is not available through our current means of funding we will reach out to the community, United Way and county as needed.

If funding is not obtained, we will utilize the CIP to prioritize operational needs.

SD Transit Agency
Capital Improvement Plan (CIP) Budget

Guidance

~ Include all agency's project budgets to determine the financial burden to support the operation and capital needs of the agency.
~ Enter the federal amount awarded or anticipated under each section of funding. The local match requirement will be calculated.
~ Do not enter or change any data in the blue or gray fields.

Identify Agency's Budget

**City of Mitchell - Palace Transit
Capital Improvement Plan (CIP)**

project budgets to determine the financial burden to support the operation and capital needs of the agency.
awarded or anticipated under each section of funding. The local match requirement will be calculated.

Include all agency's
Enter the federal amount

Budget

Funding Source	2025 Amount	2025 Local Match Required	2026 Amount	2026 Local Match Required	2027 Amount	2027 Local Match Required	2028 Amount	2028 Local Match Required	2029 Amount	2029 Local Match Required
<u>Section 5304</u>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<u>Section 5311</u>										
Administration	\$296,000.00	\$30,852.80	\$336,000.00	\$37,724.80	\$376,000.00	\$64,596.80	\$416,000.00	\$71,468.80	\$456,000.00	\$78,340.80
Operating	\$510,000.00	\$246,024.00	\$540,000.00	\$260,496.00	\$570,000.00	\$274,968.00	\$600,000.00	\$289,440.00	\$630,000.00	\$303,912.00
<u>Section 5339/5310</u>										
Total Rolling Stock	\$322,000.00	\$48,300.00	\$355,000.00	\$8,250.00	\$252,000.00	\$37,800.00	\$280,000.00	\$42,000.00	\$0.00	\$0.00
Total Facilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Equipment	\$81,300.00	\$16,300.00	\$68,450.00	\$13,690.00	\$65,850.00	\$13,170.00	\$76,900.00	\$15,380.00	\$64,500.00	\$12,900.00
Totals	\$1,209,300.00	\$361,476.80	\$999,450.00	\$340,160.80	\$1,263,850.00	\$390,534.80	\$1,372,900.00	\$418,288.80	\$1,150,500.00	\$395,152.80
<u>Resources</u>										
Local Match (Earned or State)		\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00		\$150,000.00
Overage or Shortfall		-\$211,476.80		-\$190,160.80		-\$240,534.80		-\$268,288.80		-\$245,152.80

Palace Transit – Coordination Plan Update FY24

1. Goals Completed from FY24.

- Level of Service
 - o This past year we worked together as a team to explore different software as well as reach out to our current developer as questions arise; however, the developer is unwilling to make these changes. Due to this we sent out requests for quotes and we were able to procure new software that will suit our agency's needs. It has been a wonderful transition that suits our agency and community needs.
- Personnel
 - o This past year we gained new staff and there were new challenges and new personalities. Throughout the year we worked with all employees, passengers, and the community to be a positive environment for all to be proud to be a part of.

2. Any new goals for FY25?

- Staffing = We would like to continue to reach this goal as this continues to be an issue, especially when employees need time off. Palace Transit needs to secure reliable employees who can work our open shifts. Mitchell's unemployment rate is currently one of the lowest in the state at 2.0% with the statewide rate at 2.3%. Last year Mitchell's unemployment rate was 2.8%. Many industries in the area are struggling to find quality employees.
- Management = Working with other entities to lead transportation coordination for the community and surrounding areas. This includes working with the other transit providers and Jefferson Lines.

3. Timeframes of these new goals.

- Staffing = This will be an ongoing goal throughout the year until all our shifts are covered and office staff no longer has to drive.
- Management = We would like to have an agreement with Jefferson Lines within the first quarter of the year.

4. Identify any coordination changes with other agencies.

- We continue to coordinate with the Mt. Vernon School District to provide rides to their students. We transport these students to and from a drop off/pick up location for their school bus to meet these students and provide the rest of the students' transportation.
- We are again transporting passengers from the nursing homes, assisted living centers, and local adjustment training center.
- With the new software we are doing a better job at mixing the public with our coordinated partners. It has been a change for our partners but a positive one for the entire community.

5. Explain if your service area changed.

- No change to the service area (still serving Davison County).
- We will continue to coordinate/partner with Peoples Transit (Huron) and River Cities Transit (Pierre) to provide transportation outside of our service area for our customers and to service their passengers as needed.

6. Any other big changes within your agency.

- The new software implementation has been our agency's biggest change. It now allows for the public to be more involved with their transportation via the app and had increase efficiency for our system. The biggest benefit has been the routing and optimizing allowing our dispatcher to not feel guilty for taking time off and for the rest of the staff to be more involved with the process.

7. What previous FY24 goals did not work and why?

- Staffing = We would like to continue to reach this goal as this continues to be an issue, especially when employees need time off. Palace Transit needs to secure reliable employees who can work our open shifts. Mitchell's unemployment rate is currently one of the lowest in the state at 2.0% with the statewide rate at 2.3%. Last year Mitchell's unemployment rate was 2.8%. Many industries in the area are struggling to find quality employees. Our biggest issue is finding part-time employees who will work the shifts we need to cover. Due to the lack of drivers, office staff have been driving the buses on a regular basis to meet the needs of the community.



DEPARTMENT OF HUMAN SERVICES

Division of Long-Term Services & Supports
Hillsview Plaza, 3800 East Highway 34
C/o 500 East Capitol Avenue
Pierre, SD 57501

PHONE: 605-773-3656

FAX: 605-773-4085

WEB: dhs.sd.gov

October 7, 2024

City of Mitchell
Attn: Jessica Pickett
300 West 1st Ave
Mitchell, SD 57301

Dear Jessica,

A nutrition program site assessment was performed at the Greenridge Apartments on April 8th, 2024. Please see the enclosed Acknowledgment of Nutrition Site Assessment form. We were not able to conduct a full assessment. These meals are considered Grab and Go meals. Please work with the site to determine if future meals will be Congregate or Home-Delivered meals. Please fill out the Contract Change Request form if needed.

If you have any questions or concerns, please do not hesitate to ask. Thank you for providing meals to those in greatest social and economic need in Mitchell and surrounding areas.

Please email the completed Acknowledgment of Nutrition Site Assessment form back to me by October 28th, 2024.

Sincerely,

Taylor McLennan

Taylor McLennan
Program Specialist
Enclosure



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 C/o 500 East Capitol Avenue
 Pierre, SD 57501

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 1-866-854-5465

FAX: 605-773-4085

WEB: dhs.sd.gov

Acknowledgment of Nutrition Site Assessment Form

Grantee:	City of Mitchell
Site:	Greenridge Apartments
Date:	4/8/2024
Due Date:	10/28/2024
Assessor:	Nutrition Project Manager: Taylor McLennan

I have read and understand this assessment, and I agree with the findings:

Yes

No

I do not agree for the following reasons:

Jessica Pickett

10/16/2024

Project Director Signature

Date



DEPARTMENT OF HUMAN SERVICES

Division of Long-Term Services & Supports
Hillsview Plaza, 3800 East Highway 34
C/o 500 East Capitol Avenue
Pierre, SD 57501

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October 7, 2024

City of Mitchell
Attn: Jessica Pickett
300 West 1st Ave
Mitchell, SD 57301

Dear Jessica,

A nutrition program site assessment was performed at the Wesley Acres Apartments on April 8, 2024. Please see the enclosed Acknowledgment of Nutrition Site Assessment form and Corrective Action Plan for items that need to be addressed at the site.

If you have any questions or concerns, please do not hesitate to ask. Thank you for providing meals to those in greatest social and economic need in Mitchell and surrounding areas.

Please email the completed Acknowledgment of Nutrition Site Assessment and Corrective Action Plan forms back to me by October 28, 2024.

Sincerely,

Taylor McLennan

Taylor McLennan
Program Specialist
Enclosure



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PHONE: 605-773-3656 or 1-866-854-5465
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WEB: dhs.sd.gov

Nutrition Site Assessment Form

Grantee:	City of Mitchell
Site:	Wesley Acres
Address:	1115 West Havens
Address:	Mitchell, SD 57301
Date:	4/8/2024
Assessor:	Program Manager: Taylor McLennan
Staff Present:	Darlys Kruse and Marg Novak

1. Safety and Sanitary Requirements

PERSONNEL			YES	NO	N/A
1*	Person in charge	Available, knowledgeable, certified manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Certificate expiration date?			
2*	Employee Health	Healthy, restriction and exclusions followed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3*	Employee Hygiene	Handwashing, good hygienic practices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Employee practices	Clean clothes, hair restraints, fingernail maintained, jewelry, eating/drinking	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOOD SOURCE			YES	NO	N/A
5*	Food Source	Approved, safe, unadulterated, approved additives, proper receiving temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Name of food vendor?				
FOOD PROTECTION			YES	NO	N/A
6*	Contamination by Employees	Bare hand contact avoided, single use gloves and utensils used	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Contamination during storage	Clean/dry location, protected, covered, original containers, labeled, 6 inches from ground & ceiling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8*	Cross contamination	During storage: prevented, separated, segregated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	In-use utensils	Storage, properly handled	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Contamination from wiping clothes	Clean, proper use, storage, sanitizing solution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Contamination by Consumers	Food display protection, condiment protection, clean tableware usage, sign posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12*	Refrigerated storage	Available, adequate capacity, able to maintain proper temperature (record temperature below)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Need Darlys and Marg to get training in Food Safety. Need Name of Food Vender Used					

FOOD PROTECTION (CONTINUED)			YES	NO	N/A
13	Thawing potentially hazardous food	Appropriate procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14*	Cooking potentially hazardous food	Cooking and reheating to the proper time and temperature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15*	Food display, service, and transport	Hot holding and cold holding temperatures maintained; unwrapped food not reserved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16*	Cooling of potentially hazardous food	Method, temperature, and time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Food prep	Fruits, and vegetables washed, handling, sink provided, correct cutting board	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18	Milk products and nondairy products	Proper dispensing methods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Ready to eat potentially hazardous food	Date marking accomplished, discarded	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	NAME/LOCATION OF REFRIGERATOR/ FREEZER			TEMP	
#1	Single Door Freezer			0F	
#2	Double Door Refirgerator			40F	
#3					
#4					
#5					
#6					
#7					
#8					
Comments:					
FOOD EQUIPMENT AND UTENSILS			YES	NO	N/A
21	Food-contact surfaces	Designed, constructed, installed, and maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Non-contact surfaces	Designed, constructed, installed, and maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Food-contact surfaces	Cleaning frequency, maintained clean	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Non-contact surfaces	Cleaning frequency, maintained clean	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Ventilation hood system	Provided as required, designed, constructed, installed, maintained, and cleaned	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
26	Dispensing equipment	Design, installation, clean and maintained	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
27	Temperature Measuring Devices	Thermometers provided, used, clean, and accurate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	Dishwashing facilities	Properly designed, located, constructed, operated, maintained, clean and chemical test kit provided	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
29	Wash pretreatment	utensils scraped, pre-flushed, soaked	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30	Wash and rinse water	Clean, proper temperature, cleaning agent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31*	Sanitization	Method, clean, temp, concentration, exposure time, equipment/utensils sanitized, chemical test kit provided	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32	Storage/handling clean equipment/utensils	clean dry location, protected	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33	Single-use/single-service articles	proper storage, no-reuse	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34	Linens	Laundered, proper handling, and storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35*	Water supply	safe, adequate, tested	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Had condiments from 2020 and 2021 in fridge. We removed all expired items. Do not 'marry' condiments. Need exirepation dates and labels on containers if not in the original containers.					

FOOD EQUIPMENT AND UTENSILS (CONTINUED)			YES	NO	N/A
36	Handwashing Lavatories and supplies	Number, location, accessibility, soap, and paper towels provided	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37	Toilet Facilities	Clean, maintained, tissue, vented	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38	Refuse Storage	Receptacles, covers/lids, adequate number, clean, insect/rodent proof, storage, and frequency, maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39	Floors, walls, ceilings	Design, construction, clean, maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40	Lighting	Adequate, shielded, maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41	Premises: Inside and outside	Clean, employee dressing area, cleaning equipment storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42*	Poisons/toxic materials and medicine	proper storage, away from food, labeling, use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43*	Insect, Rodent, Animal Control	provided maintained	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

**Critical Items require immediate action*

2. Menu of the Day:

1.	ITEM	PORTION	TEMP	COMMENTS
Entrée	Chicken Fried Steak	1 Cup	170F	
Vegetable	Mixed Veggies	1 Cup	142F	
Fruit	Banana	1	n/a	
Potato/starch	Mashed Potato	1/2 Cup	160F	
Bread	NONE			
Milk	1% or 2%	1 carton	n/a	
Dessert	Banana			
Butter/margarine				
Other beverage	Coffee and Water			
Other foods				
General comments:				

NUTRITION REQUIREMENTS			YES	NO	N/A
Menu reflects My Plate guidelines?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menu has variety in color, flavor, texture, shape, size, temperature, and appeal?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can meet diverse meal requirements upon request?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can provide specialized utensils and dishware upon request?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide meals for weather-related emergencies?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Submit menus to state at least 3 weeks prior to serving for review?			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Average for the current week: Dates:

Time Meal is Served	Congregate:	11:30-12:30pm	Home-Delivered:	
Explain the reservation system used:		Call (Home Delivered) or Walk-Ins (Congregate)		

3. Eligible Meals:	Averages	Days of Operation
Congregate meals	15-20	Monday-Friday
Home delivered meals		Monday-Friday
Under 60 meals		
Total meals		

Comments: This is per day.

3. Provider Contract Requirements

1.NATIONAL AGING PROGRAM INFORMATION SYSTEM (NAPIS):		YES	NO	N/A
Are assessments (NAPIS) completed on all qualifying nutrition participants?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do assessments on each home-delivered participant show home-bound qualifications?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are reassessments on home-bound participants completed every 6 months?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Who completes assessments?	Amy			
2.DONATIONS		YES	NO	N/A
Full cost of meal posted with suggested donation?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are participants able to use SNAP benefits as a donation towards their meal?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are participants provided the opportunity to make a confidential donation?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donations are obtained in what manner? Please explain:	They have never received donations, but would accept them			
Is there documentation of each day's donations?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there two people who count the cash onsite? (Count and sign cash slip)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are cash donations deposited daily?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If donations are not deposited daily, are they kept in a locked location?		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Amount received for the month?				
Who counts the donations?	If they would receive any, Marg, Amy, or Jessica			
3.TEMPURATURE LOG		YES	NO	N/A
Maintain a temperature log for congregate meals daily		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintain a temperature log for home-delivered meals bi-monthly		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.NUTRITION EDUCATION				
Explain the process in which nutrition education is presented to participants on a monthly basis:				
A Nutrition education is included on the menu				
5.OUTREACH				
List the methods of outreach used to encourage community members to attend the nutrition site:				
Word of mouth and Menus				
Who conducts outreach?				
City of Mitchell				
6.EMERGENCY PLANNING		YES	NO	N/A
Is emergency plan for meal site current?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are emergency phone numbers listed and in a conspicuous place?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is a first-aid kit provided and well supplied?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is this site handicap accessible?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are fire extinguishers present at site?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Last date of inspection?		Nov 2023		
GENERAL COMMENTS: (LIST ALL COMMENTS OR CONCERNS BELOW)				
<ul style="list-style-type: none"> • Need to get the main ladies who are in charge of dishing meals set up with Food Safety • Need the name of the Food Vender used • Double Check refrigerator for food that is expired. • Do not 'marry' condiments or other food. Keep in original container or label the container with the correct name and expiration date • • • • 				

-
-



DEPARTMENT OF HUMAN SERVICES

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PHONE: 605-773-3656 or
1-866-854-5465

FAX: 605-773-4085

WEB: dhs.sd.gov

Acknowledgment of Nutrition Site Assessment Form

Grantee:	City of Mitchell
Site:	Wesley Acres Apartments
Date:	4/8/2024
Due Date:	10/28/2024
Assessor:	Nutrition Project Manager: Taylor McLennan

I have read and understand this assessment, and I agree with the findings:

Yes

No

I do not agree for the following reasons:

Amy is our Certified Food Service manager who trains our site coordinators.

Food in the community refrigerator is property of the residents and not used for the program.

Jessica Pickett

10/16/2024

Project Director Signature

Date



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 Pierre, SD 57501

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Corrective Action Plan

Grantee:	City of Mitchell	
Site:	Wesley Acres Apartments	
Date:	4/8/2024	
Due Date:	10/28/2024	
Assessor:	Nutrition Program Manager: Taylor McLennan	
Food Service Codes set by Department of Health Administrative Rules of South Dakota ARSD https://sdlegislature.gov/Rules/Administrative/17361		
Reference Number	Comment and Recommendations	Plan of Correction Date of Completion
44:02:07:03 Person in Charge	At least one person in charge in each establishment must be a certified food service manager; a 90-day grace period from the date the ownership change takes place will be given to implement a certified food service manager as the person in charge.	Amy Hurt is the Safe Serve Certified food service manager for our Mitchell sites. She trains all site coordinators on how to properly serve and temp the foods that are delivered to the congregate sites. NA
44:02:07:37. <u>Ready-to-eat food.</u>	Refrigerated, ready-to-eat, potentially hazardous food prepared and held for more than 24 hours in a food establishment must be marked with the date of preparation and must be discarded if not consumed within 10 calendar days from the date of preparation.	Food in the community room refrigerator is the members of that living facility and not used for the Adult Nutrition Program. All condiments and food are delivered and returned daily. NA

- Please indicate in the Plan of Correction how the recommendation will be implemented.

Jessica Pickett

10/16/2024

Project Director Signature

Date

Dear Adult Nutrition Participants,

The meals that you receive in the to-go boxes are considered congregate meals. This means in order to keep the program **all meals must be ate in the community room**. There was a recent failed check by the state and because of this you could lose the program there if the meals are taken to your room.

Below is the definition of congregate meals.

A congregate meals program is a community-based meal service that provides healthy meals in a group setting. These programs are offered in a variety of locations, including schools, restaurants, community centers, and faith-based organizations.

Congregate meals programs offer a number of benefits, including:

- Healthy meals: Provide a source of healthy meals for older adults
- Social engagement: Provide opportunities for older adults to socialize with others
- Learning: Provide information on healthy aging
- Volunteering: Provide opportunities for meaningful volunteer roles
- Independence: Help older adults stay independent
- Connection to services: Connect people with other services and supports

The Administration on Aging in the Department of Health and Human Services provides grants to states to support congregate meals programs.

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2023 through September 30th, 2024
Month: August 2024

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,550	1,473	13,909	16,095	(77)	2,186
General Public Riders	1,106	818	9,192	10,412	(288)	1,220
Handicap Riders	1,997	1,725	21,583	21,534	(272)	(49)
School - Age Riders	1,981	1,536	29,810	32,759	(445)	2,949
Unduplicate						
59 & Under	99	82	873	981	(17)	108
Elderly 60 & Over	24	34	400	476	10	76
Total Rides	6,634	5,552	74,494	80,800	(1,082)	6,306
Total Miles	16,932	16,166	164,772	184,400	(766)	19,628

August 2024 Trip Type	Education	Employment	Medical	Nutrition	Same Day	Shopping	Social Rec
		1,075	1,387	1,146	75	35	233

{1st two
weeks only}

Prepared by: *Andrea Hamilton - Transit Operations Supervisor*

Palace Transit Monthly Ridership Report
Fiscal Year: October 1st, 2023 through September 30th, 2024
Month: SEPTEMBER 2024

	Month End		Year to Date		Difference	
	2023	2024	2023	2024	Month End	Year to Date
Elderly Riders	1,487	1,530	15,396	17,625	43	2,229
General Public Riders	1,017	700	10,209	11,112	(317)	903
Handicap Riders	2,104	1,940	23,687	23,474	(164)	(213)
School - Age Riders	2,919	2,821	32,729	35,580	(98)	2,851
Total Rides	7,527	6,991	82,021	87,791	(536)	5,770
Total Miles	16,880	18,483	181,652	202,883	1,603	21,231

SEPTEMBER 2024	Education	Employment	Medical	Nutrition	Same Day	Shopping	Social Rec
Trip Type	3,174	1,220	941	75	27	212	1,326

Transit Fiscal Year End Summary
Palace Transit ridership has increased by 5,770 rides compared to last year. Efficiency remained nearly the same as last year by utilizing only 2.31 miles per ride compared to the 2.21 miles used in the previous year.

Prepared by: *Andrea Hamilton -Transit Operations Supervisor*

June 2024 - September 2025 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	279	326	2800	175	279	700	-421
Tripp	3155	2218	8900	556	3155	2224	931
Parkston	2857	4572	18600	1162	2857	4648	-1791
Cathedral Squares	1432	1679	6400	400	1556	1600	-168
Meadowlawn	772	805	3000	187	842	748	24
Wesley Acres	1213	1345	5800	363	1213	1452	-239
JVCC/Dine Card	4957	3643	17000	1063	5112	4252	705
Greenridge	814	891	3500	219	814	876	-62
Total	15479	15479	66000	4125	15828	16500	-1021
*No meals in June or July							
Site	September		Monthly Goal	Difference			
Mt.Vernon	196		175	21			
Tripp	808		556	252			
Parkston	755		1162	-407			
Cathedral Squares	377		400	-23			
Meadowlawn	162		187	-25			
Wesley Acres	267		363	-96			
JVCC/Dine Card	1337		1063	274			
Greenridge	203		219	-16			
Total	4105		4125	-20			
Eligible & Ineligible	4180						

June 2024 - September 2025 Eligible Nutrition Meals

Site	September	Last Year September	Year To Date		
County Fair Dine Card	232	213	903		
Coborns Dine Card	176	105	708		
JVCC Congregate	328	242	1141		
Blizzard Meals	0	0	0		
JVCC 2nd Meals	601	372	2205		
Wesley Acres 2nd	0	12	0		
Cath. Squares 2nd	10	42	39		
Meadowlawn 2nd	10	32	78		
Greenridge 2nd	10	0	38		
Total 2nd Meals	663	523	2481		
Eligible 2nd Meals	631	458	2360		
Ineligible 2nd Meals	32	65	121		
Greenridge Ineligible	0	0	0		
Cath. Squares Ineligible	20	14	124		
JVCC Ineligible	40	78	155		
Meadowlawn Ineligible	15	0	70		

June 2024 - September 2025 Eligible Nutrition Meals

Site	YTD Eligible	LY	Year Projection	Monthly Goal	Total Meals Served	YTD Projection	Diff to Projection
*Mt. Vernon	509	542	2800	175	279	875	-366
Tripp	4005	2877	8900	556	3155	2780	1225
Parkston	2857	5756	18600	1162	2857	5810	-2953
Cathedral Squares	1853	2072	6400	400	1556	2000	-147
Meadowlawn	958	996	3000	187	842	935	23
Wesley Acres	1556	1711	5800	363	1213	1815	-259
JVCC/Dine Card	6300	4950	17000	1063	5112	5315	985
Greenridge	1022	1138	3500	219	814	1095	-73
Total	19060	20042	66000	4125	15828	20625	-1565
*No meals in June or July							
Site	October		Monthly Goal		Difference		
Mt.Vernon	230		175		55		
Tripp	850		556		294		
Parkston	0		1162		-1162		
Cathedral Squares	421		400		21		
Meadowlawn	186		187		-1		
Wesley Acres	343		363		-20		
JVCC/Dine Card	1343		1063		280		
Greenridge	208		219		-11		
Total	3581		4125		-544		
Eligible & Ineligible	3648						

June 2024 - September 2025 Eligible Nutrition Meals

Site	October	Last Year October	Year To Date
County Fair Dine Card	283	277	1186
Coborns Dine Card	70	91	778
JVCC Congregate	336	311	1477
Blizzard Meals	0	0	0
JVCC 2nd Meals	654	628	2859
Wesley Acres 2nd	0	5	0
Cath. Squares 2nd	20	25	59
Meadowlawn 2nd	22	23	100
Greenridge 2nd	8	14	46
Total 2nd Meals	728	728	3209
Eligible 2nd Meals	704	695	3064
Ineligible 2nd Meals	24	33	145
Greenridge Ineligible	0	0	0
Cath. Squares Ineligible	22	24	146
JVCC Ineligible	36	48	191
Meadowlawn Ineligible	9	0	79

Mitchell Volunteer Program Report

Month: October-November 2024

1. Volunteers

Total Volunteers– 161

2. Stations:

Total Stations– 69

3. Volunteer Placements

1. Mitchell Volunteer Patrol
2. Abbott House
3. Safehouse
4. Corn Palace Ticket Takers for Volleyball
5. City Hall - Mailing
6. The Caring Closet Pop-Up Closet
7. Headstart - Hats & Mittens
8. CASA
9. Lovefeast
10. JVCC
11. Nutrition
12. Mitchell Library
13. Mitchell Schools
14. Mitchell Chamber – Event Prep
15. Meals on Wheels Daily
16. Salvation Army
17. Food Pantry
18. Avera Queen of Peace Hospital & Hospice
19. Volunteers helping neighbors with home chores & care

Kim Burg, Activities Coordinator - Progress Report: Sept-Oct 2024



SPECIAL EVENTS/ACTIVITIES:

FREE Root Beer Floats – Wed., Sept. 4 @ 11 am – noon; Members helped celebrate Activity Coordinator, Kim Burg's Labor Day Birthday!

Patriot Day Concert with Elaine Peacock – Wed., Sept. 11 @ 11:30 am; Patriotic, Country & Gospel Music; JVCC Members (Free); Guests (\$1 Daily) – Originally lined up Billy Lurken, but he cancelled due to work schedule change, so contacted Elaine Peacock to perform. Worked out well! Good variety of music.

JVCC Halloween Party – Wed., Oct. 30 @ 11:15 am - We enjoyed Pumpkin Bowling, Halloween Bean Bag Toss, Witch Tic Tac Toe & Pass the Pumpkin. Now for the mind games: Baby Ghost Guessing Game, Ghoulish Eyeballs Mystery Bag, Frankenstein Toenails Mystery Bag & Halloween Word Search.

WEDNESDAY WELLNESS:

6-Week Chronic Disease Workshops – Wednesdays 1-3:30 pm JVCC – Sept. 25 through Oct. 30th – Better Choices, Better Health SD Program – Partnership with SDSU Extension & Mitchell Parks & Recreation – Help adults living with chronic conditions manage physical & mental wellness! Gain tools & support to lead a fuller life! Needed min. of 9 to begin class. Averaged 15 participants!

FREE Medicare Seminar – Wed., Oct. 9 @ 10:30 am – Learned about Medicare Changes for the 2025 Plan Year & Wellmark's Medicare Solutions – Presented by Nancy Fradet, Acrisure, a Partner of Fischer Rounds & Associates – Coffee & Cookies served.

FUNDRAISERS:

QUILTS - Quilters continue to finish one quilt on average per month. Raising on average \$100-\$150 per quilt.

Silent Auction Quilt – JVCC took silent auction bids through September 11th (Patriot Day Concert) on a beautiful twin size Wedding Ring Design Quilt. Barb Young paid \$100 on the donated quilt. Proceeds will benefit JVCC Programs.

Fall Bus Tour – Thurs., Oct. 3 – JVCC gave bus tour to Aberdeen to Dacotah Prairie Museum & 1926 Renovated Aberdeen Capital Theater & Vaudville Movie House. Then we went on to J Musil Winery near Huron for optional wine tasting. Some relaxed outside on the deck or in the gazebo. 14 Guests @ \$65 went + 13 Members @ \$55 went = \$1790; Paid Bus \$1,400; Net \$390

JVCC Halloween Dance – Sunday, Oct. 27 @ 3-5 pm; Doors Opened 2:30 pm – Wear your Halloween costumes and/or fall colors! - Roy King & The Rusty Buckets; JVCC Members \$8; Guests \$10 – 23 members with income of \$212; Paid Band \$150; Net \$62

BINGO – 1st & 3rd Tuesday/2nd & 4th Thursday

COMMUNITY OUTREACH:

Public Informational Meetings – Held at JVCC Oct. 2 @ 11:30 am: South Dakota Initiated Measure 28 – Prohibit Food & Grocery Tax - Speakers: Mayor Jordan Hanson, Mitchell Area Chamber Director and Matthew Bogue, State Public Policy Dir. For SD Farm Bureau; Thur., Oct. 31 @ 11:30 am: SD November Ballot Issues - Speakers: South Dakota Attorney General, Marty Jackley; Mitchell Area Chamber Director

MANA – Host Mitchell Area Networking Association Meetings each month

FREE Blood Pressure Checks Resumed with Dakota Physical Therapy Home Care – Now held on the second Friday of each month from 11 am – noon.

SHIINE Volunteers – Assist with Medicare Open Enrollment at JVCC Oct. 15 – Dec. 7

MEMBERSHIP:

Membership – Updated Renewal Membership Form; Wrote Membership Letter to be mailed along with raffle tickets 11/1/24