

Meeting Agenda
SOUTH DAKOTA ABSTRACTERS' BOARD OF EXAMINERS
Drifters Event Center
325 Hustan Avenue
Fort Pierre, SD 57532

February 5, 2025 – 4:00 p.m. CST

Persons wishing to join the meeting remotely may do so via [Microsoft Teams](#) or by calling +1 469.770.0416, ID: 504854492#

- A. Call to Order
- B. Roll Call/Introductions
- C. Approval of the agenda
- D. Public Comment
- E. Approval of the Minutes of October 7, 2024
- F. FY Financial Update
- G. Plant Exams Update
- H. Legislative Updates
- I. Schedule Next Meeting(s)
- J. Executive Session-Pursuant to SDCL 1-25-2
 - a. Complaints/Investigations
 - b. Executive Secretary Contract Renewal
- K. Vote on Executive Secretary Contract Renewal
- L. Other Business
- M. Adjourn

Meeting Minutes
SOUTH DAKOTA ABSTRACTERS BOARD OF EXAMINERS

Department of Labor & Regulation
DLR Avenue Conference Room
217 W. Missouri Ave.
Pierre, SD

October 7, 2024 – 2:00 p.m. CDT

President Roe called the meeting to order at 2:03 p.m. CDT

Members Present: Dan Roe, Greg Wick, Victoria Wilds (via video conference), Michael Larson, Terra Larson

Members Absent: None.

Others Present: Brooke Tellinghuisen Geddes, Executive Secretary; Katie Funke, Executive Assistant; Ann Bowar, Administrative Assistant; Jerry McCabe, Director of Department of Labor and Regulation.

Board members introduced themselves. Wick, Roe, M. Larson, T. Larson and Wilds (via teleconference) were in attendance. A quorum was present.

Approval of the Agenda: T. Larson made a motion to approve the agenda as presented. Wick seconded the motion. **MOTION PASSED** by unanimous voice vote.

Public Comment: There were no members of the public in attendance.

Approval of the Minutes from June 13, 2024: M. Larson made a motion to approve the minutes from June 13, 2024. Wick seconded the motion. **MOTION PASSED** by unanimous voice vote.

FY Financial Update: Tellinghuisen Geddes reported fiscal year-end figures as of June 30, 2024: revenue of \$61,290.48 expenditures of \$50,894.83 and cash on hand of \$368,427.00.

Plant Exams Update: No updates were provided.

Schedule Next Meeting: The next meeting is scheduled for Wednesday, February 5, 2025 at 4:00 p.m. CST at Drifters Event Center. Testing is tentatively planned to take place the day prior, February 4, 2025 starting at 12:00 p.m. CST at the Department of Labor.

Executive Session: T. Larson made a motion to enter executive session at 2:09 p.m. CDT. M. Larson seconded the motion. **MOTION PASSED** by unanimous voice vote.

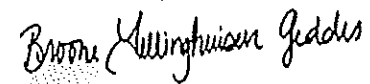
Roe declared an end to executive session at 2:16 p.m. CDT.

Complaints/Investigations: M. Larson made a motion to adopt the Assurance of Voluntary Compliance for complaint 2024-1 as presented. Wilds seconded the motion. **MOTION PASSED** by roll call vote: Roe, yes; Wick, abstain; Wilds, yes; T. Larson, yes; M. Larson, yes.

Other Business: Roe, Wick and M. Larson met with four applicants earlier in the day to administer licensing examinations.

Wilds made a motion to adjourn at 2:18 p.m. CDT. T. Larson seconded the motion. **MOTION PASSED** by unanimous voice vote.

Respectfully submitted,



Brooke Tellinghuisen Geddes
Executive Secretary
Abstracters Board of Examiners

DRAFT

STATE OF SOUTH DAKOTA
 REVENUE SUMMARY BY BUDGET UNIT
 FOR PERIOD ENDING: 12/31/2024

AGENCY BUDGET UNIT	10 1038	LABOR & REGULATION ABSTRACTERS BD OF EXAMINERS - INFO					
CENTER	COMP	ACCOUNT	DESCRIPTION	CURRENT MONTH	YEAR-TO-DATE		
COMPANY NO	6503						
COMPANY NAME	PROFESSIONAL & LICENSING BOARDS						
1038000698	6503	4293921	REEXAMINATION FEES	.00	50.00		
1038000698	6503	4293922	EXAMINATION FEES	.00	750.00		
1038000698	6503	4293923	RENEWAL FEES	.00	8,750.00		
ACCT: 4293	BUSINESS & OCCUP LICENSING (NON-GOVERNMENTAL)			.00	9,550.00	*	
ACCT: 42	LICENSES, PERMITS & FEES			.00	9,550.00	**	
1038000698	6503	4596001	EDUCATIONAL MATERIAL-NHA	.00	300.00		
ACCT: 4596				.00	300.00	*	
ACCT: 45	CHARGES FOR SALES & SERVICES			.00	300.00	**	
1038000698	6503	4920045	NONOPERATING REVENUES	.00	14,497.32		
ACCT: 4920	NONOPERATING REVENUE			.00	14,497.32	*	
ACCT: 49	OTHER REVENUE			.00	14,497.32	**	
CNTR: 1038000698				.00	24,347.32	***	
COMP: 6503				.00	24,347.32	****	
B UNIT: 1038				.00	24,347.32	*****	

STATE OF SOUTH DAKOTA
 MONTHLY OBJECT/SUB-OBJECT REPORT BY BUDGET UNIT
 FOR PERIOD ENDING: 12/31/2024

AGENCY BUDGET UNIT CENTER-5	10 10380	LABOR & REGULATION ABSTRACTERS BD OF EXAMINERS - INFO ABSTRACTERS BOARD OF EXAMINERS						
CENTER	COMP	ACCOUNT	DESCRIPTION	CURRENT MONTH	YEAR-TO-DATE			
COMPANY NO	6503		PROFESSIONAL & LICENSING BOARDS					
1038000698	6503	51010100	F-T EMP SAL & WAGES	.00	305.41			
1038000698	6503	51010300	BOARD & COMM MERS FEES	.00	1,660.00			
ACCT: 5101			EMPLOYEE SALARIES	.00	1,965.41	*		
1038000698	6503	51020100	OST-EMPLOYER'S SHARE	.00	148.91			
1038000698	6503	51020200	RETIREMENT-ER SHARE	.00	18.31			
1038000698	6503	51020600	HEALTH/LIFE INS.-ER SHARE	.00	44.67			
1038000698	6503	51020800	WORKER'S COMPENSATION	.00	.51			
1038000698	6503	51020900	UNEMPLOYMENT COMPENSATION	.00	.03			
ACCT: 5102			EMPLOYEE BENEFITS	.00	212.43	*		
ACCT: 51			PERSONAL SERVICES	.00	2,177.84	**		
1038000698	6503	52030300	AUTO-PRIV (IN-ST.) H/RTE	.00	1,049.16			
1038000698	6503	52031000	LODGING/IN-STATE	.00	526.00			
1038000698	6503	52031400	TAXABLE MEALS/IN-STATE	.00	14.00			
1038000698	6503	52031500	NON-TAXABLE MEALS/IN-ST	.00	254.00			
ACCT: 5203			TRAVEL	.00	1,843.16	*		
1038000698	6503	52040500	COMPUTER CONSULTANT	.94	3,255.47			
1038000698	6503	52040900	MANAGEMENT CONSULTANT	.65	18,378.88			
1038000698	6503	52042000	CENTRAL SERVICES	.98	1,292.96			
1038000698	6503	52044600	EQUIPMENT RENTAL	.00	40.00			
1038000698	6503	52045100	RENTS-OTHER	.00	250.00			
ACCT: 5204			CONTRACTUAL SERVICES	.57	23,217.31	*		
1038000698	6503	5228000	OPER TRANS OUT -NON BUDGET	.05	106.72			
ACCT: 5228			NONOP EXP/NONBGTD OP TR	.05	106.72	*		
ACCT: 52			OPERATING EXPENSES	.62	25,167.19	**		
COMP: 6503			PROFESSIONAL & LICENSING BOARDS	.62	27,345.03	***		
CENTER: 1038000698				.62	27,345.03	*****		
B UNIT: 1038				.62	27,345.03	*****		

BA1409R1

STATE OF SOUTH DAKOTA
CASH CENTER BALANCES
AS OF: 12/31/2024

PAGE 163

AGENCY: 10 LABOR & REGULATION
BUDGET UNIT: 1038 ABSTRACTERS BD OF EXAMINERS - INFO

COMPANY	CENTER	ACCOUNT	BALANCE	DR/CR	CENTER DESCRIPTION
6503	1038000698	1140000	368,122.44	DR	ABSTRACTERS BOARD OF EXAMINERS
COMPANY/SOURCE TOTAL 6503 698			368,122.44	DR *	
COMP/BUDG UNIT TOTAL 6503 1038			368,122.44	DR **	
BUDGET UNIT TOTAL 1038			368,122.44	DR ***	

AGREEMENT FOR EXECUTIVE SECRETARY SERVICES

AGREEMENT made and entered into this 30 day of May, 2024, by and between the Department of Labor and Regulation, 123 W. Missouri Ave., Pierre, SD 57501 (hereinafter the "State"), and Professional Licensing, LLC, 810 North Main, #298, Spearfish, SD 57783 (hereinafter the "Contractor").

The State hereby enters into this Agreement for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

Section I. Scope of Work

The Contractor under this Agreement will perform the following services:

- I. Provide leadership to the South Dakota Abstracters' Board of Examiners ("Board") to establish and enhance continuity of operations by:
 - a. Coordinating Board meetings and ensuring Board directives are carried out;
 - b. Establishing goals and priorities for the Board; and
 - c. Advising the Board of laws, rules, issues, investigations, and other items to keep the Board apprised and updated.
- II. Fulfill all administrative needs of the Board by:
 - a. Handling correspondence;
 - b. Maintaining files and databases; and
 - c. Responding to contacts by licensees or public.
- III. Serve as Board liaison to applicants, licensees, and professional associations, government entities, and the general public.
- IV. Interpret, implement, and administer federal and state statutes and administrative rules to ensure compliance.
- V. Draft proposed rules or changes in statutes, monitor the rules promulgation process, lobby legislators and testify before legislative committees to ensure necessary laws and rules are created, updated and remain current and consistent.
- VI. Oversee the following financial activities of the Board to ensure proper control over revenues and expenditures:
 - a. Monitor collection and deposits of revenues to the Board;
 - b. Approve vouchers for expenditures processed by the Department of Labor and Regulation, including board travel;
 - c. Draft preliminary annual budget proposals;
 - d. Maintain financial records and databases;
 - e. Prepare and submit statistical reports as directed by the Department of Labor and Regulation;
 - f. Work with the Department of Labor and Regulation to negotiate contracts for professional services needed by the Board outside the scope of expertise of the Contractor; and

- g. Utilize state protocols for purchases, reimbursements, travel requests, and other administrative procedures as directed by the Department of Labor and Regulation.
- VII. Evaluate and recommend technology such as website development, computerized records, e-commerce, national database, and licensee databases.
- VIII. Performs other work which may reasonably be expected to be performed.
- IX. Contractor shall be free to dispose of its time as it sees fit during those regular business hours that are not obligated to be devoted to the Board. Neither Contractor, nor any employee thereof, shall be considered under the provision of this Agreement, or otherwise, as having the status of an employee, or as being entitled to participation in any plans, arrangements or benefits of the Department of Labor and Regulation, the Board or State that are available to regular employees of the State, members or officers, unless expressly provided for by the terms of this Agreement.
- X. It is mutually agreed that Contractor shall be individually and primarily responsible for the performance of the obligations imposed by this Agreement; provided, however, that Contractor may employ such other persons to assist in the performance of this Agreement as it sees fit.

Section II. Payment Provision

The State will make payment for services upon satisfactory completion of the services up to \$30,307.82.

The State will pay expenses for travel, lodging, meals, and supplies, rent, utilities, telephone, copier lease, computer consulting, in-house postage, postage meter lease and any other miscellaneous expenses necessary for board operations as a separate item. Expenses will be reimbursed at actual or state rates. The total amount of such expenses will not exceed \$8,500.00.

The TOTAL CONTRACT AMOUNT is an amount not to exceed \$38,807.82. Payment will be made pursuant to signed, itemized invoices submitted to the State and subject to any ordinary State payment clearance requirements.

Section III. Payments Include All Taxes

Payments made to the Contractor as specified herein shall be deemed to include all taxes of any description, federal, state or municipal assessed against the Contractor by reason of this Agreement.

Section IV. Term of the Agreement

The Contractor's services under this Agreement shall commence on July 1, 2024 hereto and shall end on June 30, 2025, unless sooner terminated pursuant to the terms hereof.

Section V. Independent Contractor Provision

While performing the services hereunder, the Contractor is an Independent Contractor, and not an officer, agent, or employee of the State of South Dakota. The Contractor will not use State equipment, supplies or facilities.

Section VI. Hold Harmless and Indemnification Provision

The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

Section VII. Insurance Provisions

The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

Contractor shall maintain occurrence based commercial general liability insurance or 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.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

C. Business Automobile Liability Insurance:

Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. Contractor shall furnish copies of insurance policies if requested by the State.

Section VIII. Termination Provision

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to the Contractor at the time of the termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination, the State may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the State terminates for a default by Contractor, it is determined that Contractor was not at fault, then Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Section IX. Default Provision

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

Section X. Amendment Provision

This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto. Any such amendment is subject to the same approval requirements as in this Agreement.

Section XI. Controlling Law Provision

This Agreement shall be governed by and construed both as to interpretation and performance in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Section XII. Compliance Provision

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

Section XIII. Subcontractor Provision

The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Section XIV. Reporting Provision

Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the State of South Dakota or its officers, agents or employees to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

Section XV. Notice Provision

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Jodi Aumer** at 420 S. Roosevelt St., Aberdeen, SD 57401, on behalf of the State, and by and to **Brooke Tellinghuisen Geddes** at 810 North Main, #298, Spearfish, SD 57783, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

Section XVI. Severability Provision

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section XVII. Supersession Provision

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

Section XVIII. Records Retention and Retention Provision

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 the services rendered under this Agreement. The Contractor will retain all records, books, papers and documents related to the services performed under this Agreement for a period of not less than the greater of any applicable federal law retention requirement or three years following the termination of this Agreement. All records shall be delivered to the State or any authorized representative upon completion or termination of services under this Agreement.

Section XIX. Compliance with SDCL Ch. 5-18A.

Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.


The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

Section XX. Certification of No State Legislator Interest.

Contractor (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, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

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

STATE

BY: 
Marcia Hultman (May 30, 2024 15:48 CDT)
Marcia Hultman, Cabinet Secretary
Department of Labor and Regulation
Date: 05/30/2024

CONTRACTOR

BY: 
Brooke Tellinghuisen Geddes (May 21, 2024 12:05 MDT)
Brooke Tellinghuisen Geddes
Professional Licensing, LLC
Date: 05/21/2024