

OGLALA LAKOTA COUNTY RESOLUTION #2021-01

WHEREAS, the Division of Purchasing and Printing of the State of South Dakota has competitively bid state contracts for the purchase of necessary supplies, equipment and materials for state and local governments, and

WHEREAS, the Oglala Lakota County Board of Commissioners is authorized to purchase necessary supplies, equipment and materials for its use, and

NOW THEREFORE, BE IT RESOLVED, that the Board of Oglala Lakota County Commissioners enter into an agreement with the Division of Purchasing and Printing of the State of South Dakota to purchase equipment, supplies and materials.

Dated this 13th day of January, 2021

ATTEST:

Chair
Oglala Lakota County Board of Commissioners

Sue Ganje
Oglala Lakota County Auditor

OGLALA LAKOTA COUNTY PAYROLL 2021

Russell, Lance	\$25,000.00 per year
Arredondo, Jerlene	\$15,500.00 per year
Bettelyoun, Lynx	\$45,907.89 per year
Bear Runner, Ramon	\$125.00 a month plus \$25.00 per attended meeting
Boche, Carol	\$3,000.00 per year
Bush, Karen	\$15.05 per hour
Davis, William	\$10.00 per hour
Engebretson, Melody	\$17,175.25 per year
Ganje, Sue	\$17,175.25 per year
Hayes, Susie	\$10,300.00 per year
Herman, Robert	\$48,126.75 per year
Hopkins, Artthur	\$125.00 a month plus \$25.00 per attended meeting
Jenniges, Edie	\$3,000.00 per year
Martinez, Audrey	\$125.00 per call
Merdanian, Anthony	\$15.30 per hour
Merdanian, Logan	\$14.42 per hour
Pullen, Teresa	\$17,175.25 per year
Takes The Shield, Anna	\$125.00 a month plus \$25.00 per attended meeting
White Face, David	\$18.00 per hour
White Hawk, Eugenio	\$125.00 a month plus \$25.00 per attended meeting
Yellowbull, Wendell	\$125.00 a month plus \$25.00 per attended meeting

OGLALA LAKOTA COUNTY RESOLUTION #2021-02

WHEREAS, pursuant to SDCL 12-15-11, the Board of County Commissioners at their first meeting shall set a fee for Election Board and the mileage rate;

NOW THEREFORE BE IT RESOLVED, that the Oglala Lakota County Board of Commissioners have set the fee for attendance of Election School at \$25.00; and

ALL ELECTION BOARDS WILL RECEIVE A FLAT FEE OF \$130.00; SUPERINTENDENTS OF EACH PRECINCT A FEE OF \$135.00; RESOLUTION AND ABSENTEE BOARDS WILL BE SET AT \$9.45 PER HOUR, and

ALL PROVISIONAL BOARDS WILL BE SET AT A \$20.00 FLAT FEE, and

BE IT FURTHER RESOLVED, that the Oglala Lakota County Commissioners set the mileage rate at \$.42 per mile for the transporting of ballots and ballot boxes by the precinct superintendent.

Dated this 13th day of January, 2020.

ATTEST:

Chair
Oglala Lakota County Board of Commissioners

Sue Ganje
Oglala Lakota County Auditor

OGLALA LAKOTA COUNTY RESOLUTION #2021-03

WHEREAS, SDCL 12-14-1 allows for the establishment of polling locations in each County; and NOW THEREFORE, BE IT RESOLVED, that the Oglala Lakota County 2021 polling places be established as follows:

COUNTY COMMISSIONER DISTRICT 1

PORCUPINE PRECINCT – Christ The King Parish, Bill Pauly Hall, Porcupine, SD

COUNTY COMMISSIONER DISTRICT 2

OGLALA PRECINCT- Brother Renee Hall, Oglala, SD
MANDERSON PRECINCT- St. Agnes Church Hall, Manderson, SD

COUNTY COMMISSIONER DISTRICT 3

CUNY TABLE PRECINCT- Red Shirt School, Red Shirt, SD
KYLE PRECINCT- Little Wound School, Kyle, SD
ROCKYFORD PRECINCT- Singing Horse Trading Post, 7 mi. N. of Manderson, SD

COUNTY COMMISSIONER DISTRICT 4

PINE RIDGE PRECINCT 3- Prue Ecoffey Gymnasium/Elementary School, Pine Ridge SD

COUNTY COMMISSIONER DISTRICT 5

PINE RIDGE PRECINCT 1- Prue Ecoffey Gymnasium/Elementary School, Pine Ridge SD

BATESLAND PRECINCT- Oglala Lakota County School, Bill Conquering Bear Gymnasium Batesland, SD

Dated this 13th day of January, 2020.

ATTEST:

Chair
Oglala Lakota County Board of Commissioners

Sue Ganje, Oglala Lakota County Auditor

[EXT] Proclamation Request

Proclamations Department <proclamations@schoolchoiceweek.com>

Wed 12/9/2020 8:01 AM

To:Ganje, Sue <Sue.Ganje@state.sd.us>;

Dear Anna TakesTheShield,

We are respectfully requesting that you consider joining city and county leaders across the country in officially recognizing January 24 – 30, 2021 as School Choice Week in SHANNON County.

Issuing a proclamation provides an opportunity to shine a positive spotlight on the K-12 education options available for children and families in SHANNON County.

Last year, more than 550 mayors and county leaders, along with 27 governors, the unanimous United States Senate, and the President, issued proclamations recognizing National School Choice Week.

National School Choice Week is entirely nonpolitical and nonpartisan, and we do not advocate for or against any legislation. Our goal is simply to raise awareness, among parents, of the public and nonpublic K-12 education options available to their children.

Please let me know if you will be able to issue this proclamation and help us raise awareness of the importance of opportunity in education. I greatly appreciate your consideration. We have provided both a Word and .PDF proclamation template on our website at:

<https://schoolchoiceweek.com/proclamations/>

Also, for your convenience, we have provided the suggested proclamation language below.

Thank you if you who have provided us proclamations or have them being considered in your upcoming agendas. We sincerely appreciate the

support.

Best,
Andrew

Andrew Campanella

President
National School Choice Week
www.schoolchoiceweek.com

SUGGESTED PROCLAMATION LANGUAGE

SHANNON County School Choice Week

WHEREAS all children in SHANNON County should have access to the highest-quality education possible; and,

WHEREAS SHANNON County recognizes the important role that an effective education plays in preparing all students in SHANNON County to be successful adults; and,

WHEREAS quality education is critically important to the economic vitality of SHANNON County; and,

WHEREAS SHANNON County is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS SHANNON County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Anna TakesTheShield do hereby recognize January 24 – 30, 2021 as SHANNON County School Choice Week, and I call this observance to the attention of all of our citizens.

INSTRUCTIONS

- If you issue a proclamation, please send a .pdf copy of the proclamation to Julie Collier at proclamations@schoolchoiceweek.com, so that we may recognize you for participating.
- **If you choose to send a hard copy of an issued proclamation, please send it to: Julie Collier, National School Choice Week, 2140 E Southlake Blvd., Suite L-820 – Southlake, TX 76092.**

[Follow on Twitter](#) [Friend on Facebook](#)

National School Choice Week provides an unprecedented opportunity, every January, to shine a spotlight on the need for effective education options for all children. Independently planned by a diverse coalition of individuals, schools and organizations, NSCW features thousands of special events across the country. The Week is a nonpartisan and nonpolitical public awareness effort.

Our mailing address is:

Proclamations Department
2140 E Southlake Blvd, Suite L-820
Southlake, TX 76092

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

You are subscribed to the National School Choice Week mailing list:

[unsubscribe from this list](#) [update subscription preferences](#)

This email was sent to sue.ganje@state.sd.us

[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)

National School Choice Week · 2140 E Southlake Blvd. · Suite L-820 · Southlake, TX 76092 · USA

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of December 2020.

Total Amt of Deposit in First Interstate Bank, HS: **\$181,450.31**

Total Amount of Cash: **\$1,172.25**

Total Amount of Checks in Treasurer's
Possession Not Exceeding Three Days: **\$12,671.48**

MONEY MARKET SAVINGS:

 First Interstate-Hot Springs: **\$2,261,114.24**

CERTIFICATES OF DEPOSIT:

 First Interstate-Hot Springs: **\$201,651.53**

 Black Hills Federal Credit Union: **\$50,000.00**

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

 Sheriff Change Fund: \$200.00

 Election Petty Cash: \$15.00

 Treasurer Shortage:

RETURNED CHECKS:

Titus, Casey \$75.00 10/26/2020

TOTAL \$2,708,349.81

Dated This 31st Day of December 2020.


Sue Ganje, County Auditor of Oglala Lakota County



County Monies: \$2,629,934.50

Held for other Entities: \$33,167.22

Held in Trust: \$45,248.09

TOTAL: \$2,708,349.81

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, AND STATE.

ADVERTISEMENT FOR BIDS
OGLALA LAKOTA COUNTY
COUNTY ROAD 7 AGGREGATE RESURFACING PROJECT – PHASE I

General Notice

OGLALA LAKOTA COUNTY (Owner) is requesting Bids for the construction of the following Project:

COUNTY ROAD 7 AGGREGATE RESURFACING PROJECT – PHASE I
BAI PROJECT NO. 23166.00

Bids for the construction of the Project will be received at the **Fall River County Courthouse Auditors Office located at 906 N River St, Hot Springs, SD 57747 until February 10, 2021 at 1:00 PM local time.** At that time the Bids received will be publicly opened and read. Submittal of the Bid shall be in accordance with Article 14 of the Instructions to Bidders.

The Project includes the following Work:

- Production and Stockpiling of 34,000 Tons of Gravel Surfacing Material at Owner provided pit
- Hauling of 24,000 Tons of Gravel Surfacing Material to Oglala Lakota County Road 7 for installation by Owner
- Quality Control Testing
- Haul Route Maintenance and Dust Control

Bids are requested for the following Contract: Oglala County Road 7 Aggregate Resurfacing Project – Phase I

The Project has an expected duration of **30 calendar** days.

Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

Banner Associates, Inc.
409 22nd Avenue S
Brookings, SD 57006

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 9:00 AM and 4:00 PM CST, and may obtain copies of the Bidding Documents from the Issuing Office as described above. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Copies of the Bidding Documents may be obtained from the Issuing Office upon a non-refundable payment in the sum of **\$25.00** including applicable taxes and fees for each set of Bidding Documents. Upon request, in accordance with South Dakota Codified Law 5-18B-1, one copy of electronic or paper Bidding Documents shall be furnished, without charge, to each prime contractor resident in South Dakota who intends, in good faith, to submit a bid to the Owner. Additionally, if a paper copy is provided under the conditions of SDCL 5-18B-1, in consideration of the documents being provided at no charge, unsuccessful bidders agree to return the documents to the office of Banner Associates, at the address listed above, within thirty (30) days after the bid opening.

COUNTY ROAD 7 AGGREGATE RESURFACING PROJECT- PHASE I
OGLALA LAKOTA COUNTY, SOUTH DAKOTA
ADVERTISEMENT

Information and Bidding Documents for the Project can be found at the following designated website:

www.bannerassociates.com

Electronic copies are also available and can be ordered and downloaded from the above website for a **\$25.00** non-refundable fee. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Oglala Lakota County**

By: **Mr. Lynx Bettelyoun**

Title: **County Highway Superintendent**

Date:

NOTICE OF HEARING

Notice is hereby given that the Oglala Lakota County Board of Commissioners has set a hearing to be held on February 10, 2021 at 1:30 p.m. to determine if the County shall continue contracting with owners of private roads within Oglala Lakota County for maintenance. Maintenance of private roads by the County is authorized by S.D.C.L. 31-11-41 – 31-11-45.

This hearing will be held at the Courthouse in Hot Springs in the upper level meeting room on the third floor. If you are unable to attend, written comments may be sent to the County Auditor at 906 N River Street, Hot Springs, SD 57747.

Dated this 13th day of January, 2020.

Sue Ganje
County Auditor
Oglala Lakota County



Teresa Pullen <t.pullen@frcounty.org>

RE: Quote for Oglala Lakota County clean up of records

1 message

Software Services Inc <software@alliancecom.net>
To: Teresa Pullen <Teresa.Pullen@frcounty.org>

Tue, Jan 12, 2021 at 11:20 AM

Teresa,

Proposal for Partial Tax and Payment Plans and TaxCertificate Redemptions:

Software Services will:

Extract from the Misc Receipt history all receipt information coded as related to any of the 3 categories.

Extract from the General Ledger history all journal information coded to any of the 3 related GL account#s.

Misc Receipt history is available from 1997 thru current month

General Ledger history is available from 1991 thru current month

Extract from the Treasurers Trust application all information that has been entered there, even though there are large gaps of time with no data entered.

Format the extracted data for Excel and will email it to you in spreadsheets.

Estimate: \$ 800.00

Review the spreadsheets with you and another designated employee.

Explain the matching process Karen and I used in 2014 to validate, as much as possible the names, amounts, dates and parcel#s.

Estimate: \$ 320.00 for 4 hours additional hours of assistance at \$80/hour

Estimate: \$ 1120.00 plus additional hours of assistance, as available if requested

Patti Guthrie

Software Services Inc

25854 471st Ave

Sioux Falls SD 57107

605.543.5623

From: Teresa Pullen [mailto:Teresa.Pullen@frcounty.org]

Sent: Wednesday, December 23, 2020 10:01 AM

Oglala Lakota - Fall River County Contract - 2021

THIS CONTRACT is made and to become effective the 1st day of January, 2021, by and between Oglala Lakota County, a political subdivision of the State of South Dakota, hereinafter referred to as "Oglala Lakota," and Fall River County, a political subdivision of the State of South Dakota, hereinafter referred to as "Fall River," the parties. The Fall River County State's Attorney, Auditor, Register of Deeds and Treasurer, hereinafter referred to as "County Officials."

WHEREAS, prior to July 1, 1979, Oglala Lakota was an unorganized County pursuant to South Dakota law, but was attached to Fall River for the purposes of receiving governmental services; and

WHEREAS, a Consent Decree was executed which authorize the organization of Oglala Lakota County, South Dakota, pursuant to House Bill 1197; and

WHEREAS, the Unorganized Counties Act granted to the Oglala Lakota County Board of Commissioners, in addition to all other statutory powers, the power to contract for necessary governmental services with an adjoining County; and

WHEREAS, the Oglala Lakota County Board of Commissioners has assessed the needs, feelings, and views of its constituents to the extent possible, and it appears at this time to be in the best interests of Oglala Lakota County to contract for the provision of necessary governmental services to serve the residence of Oglala Lakota County; and

WHEREAS, Oglala Lakota is desirous of contracting with Fall River, an adjoining County to Oglala Lakota, for providing of necessary governmental services for Oglala Lakota inasmuch as such would best meet the needs of the residents of Oglala Lakota County; and

WHEREAS, Fall River, an adjoining County to Oglala Lakota, is desirous of contracting with Oglala Lakota for providing necessary governmental services for Oglala Lakota; and

WHEREAS, Oglala Lakota has amended its Home Rule Charter to allow Oglala Lakota to elect a full-time Sheriff; and

WHEREAS, the 2010 census determined that Oglala Lakota had approximately 13,586 residents and that Fall River had approximately 7,094 residents; and

WHEREAS, pursuant to SDCL 7-7-9.1, the minimum salary for the county treasurer, auditor and register of deeds for a county with a population of 13,586 is \$34,543; and

WHEREAS, pursuant to SDCL 7-7-12, the minimum salary for the State's Attorney for a county with a population of 13,586 is \$44,492; and

WHEREAS, pursuant to SDCL 7-7-12, where there is no elected State's Attorney, the Board of County Commissioners may contract for legal services and negotiate for the compensation to be paid and the terms and conditions upon which contracted;

NOW THEREFORE, based upon the hereinafter considerations given each party, one to the other, the parties hereby mutually agree that Fall River shall provide the necessary governmental services required by Oglala Lakota.

1.

Oglala Lakota County and Fall River County, the parties, agree that the necessary governmental services to be provided by Fall River for the benefit of Oglala Lakota shall be for the officers of State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer, as those offices in their respective duties are defined by South Dakota law. The parties further agree and understand that the above identified necessary governmental services to be provided shall be provided at the Fall River County Courthouse located at Hot Springs, South Dakota.

2.

Oglala Lakota agrees to appoint the Fall River County State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer with all the powers, rights and responsibilities set forth under all applicable South Dakota statutes and regulations.

3.

Oglala Lakota shall not attempt to remove any County Official, unless the County Official has committed misconduct, malfeasance, nonfeasance, crimes in office, drunkenness, gross incompetency, corruption, theft, oppression or gross partiality. If said misconduct is suspected Oglala Lakota shall refer said matter to the proper authorities for investigation. Only after said investigation is completed shall Oglala Lakota County take action.

4.

The parties agree that Oglala Lakota shall, on the day before the last business day of each month, during the term of this contract beginning January 1, 2021, pay directly to the officers listed below one-twelfth (1/12) of the following annual amounts as payments of gross salaries for providing said services to Oglala Lakota during the year:

<u>OFFICE</u>	<u>2021 AMOUNT</u>
Auditor	\$17,175.25
Register of Deeds	\$17,175.25
Treasurer	\$17,175.25

Oglala Lakota County shall also pay to Fall River County \$25,000 for the services and compensation of the State's Attorney, and an additional \$10,000 for a Conflict or Deputy State's Attorney, for a total of \$35,000. Any unused amount for the Conflict or Deputy State's Attorney shall be reimbursed to Oglala Lakota County at the termination of this contract.

Oglala Lakota shall, at the regular monthly commission meeting of each month beginning January 1, 2021, for the year 2021, and subsequent years during the term of this contract pay the actual costs for supplies, expenses, office staff and travel for providing said necessary governmental service to Oglala Lakota. Said expenditures shall not exceed the following amounts:

<u>OFFICE</u>	<u>2021 AMOUNT</u>
Auditor	\$42,189.75
State's Attorney	\$11,800.00
Register of Deeds	\$16,585.75
Treasurer	\$48,084.75
Director of Equalization	\$24,892.00
Data Processing	\$6,500.00
Commissioners, Postage Meter	\$1,500.00
Emergency Management	\$3,755.00
GIS	\$1,500.00

6.

The County Officials and/or Fall River employees providing services pursuant to this contract are not required to travel to Oglala Lakota County for monthly meetings. The County Officials and/or employees may travel to Oglala Lakota County for an Oglala Lakota County Commission meeting if they are compensated for mileage at the rate of \$0.42 cents per mile, or paid per diem of \$26.00 and are given at least two weeks prior notice of the meeting in Oglala Lakota County, and the purpose of said meeting. In addition to the compensation provided herein, any County Official and Fall River employee shall receive \$100 for attendance of any Oglala Lakota meeting held in Oglala Lakota County.

7.

Oglala Lakota is familiar with the amount of work required by the State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer to provide services for the residents of Oglala Lakota County and Oglala Lakota specifically acknowledges that the sums paid pursuant to

this contract are appropriate and reasonable. The sums described herein are substantially less than Oglala Lakota would have to expand of Oglala Lakota had to staff and supply its own offices of State's Attorney, Auditor, Director of Equalization, Register of Deeds, and Treasurer. Oglala Lakota acknowledges that it is not being required to pay for the office staff for the State's Attorney, but is specifically compensating for said deficiency by paying \$6000 towards the State's Attorney's Victim's Assistance Program.

8.

All files, records, documents, books and official minutes of Oglala Lakota shall be maintained at the Fall River County Courthouse, Hot Springs, South Dakota during the term of this contract at no additional cost to Oglala Lakota.

9.

Court proceedings shall be held at the Fall River County Courthouse, Hot Springs, South Dakota during the term of this contract at no additional cost to Oglala Lakota.

10.

Any request for office equipment or machinery of a capital nature made by said County Official providing said services to Oglala Lakota shall be made directly to the Oglala Lakota County Board of Commissioners, who shall have the full and exclusive authority to grant or disapprove same in accordance with performing their official function as County Commissioners according to South Dakota law.

11.

Oglala Lakota shall comply with all federal and state election laws and regulations and all orders and agreements entered in all courts having jurisdiction over voting/election issues. Oglala Lakota shall fully fund all voting/election operations so as to comply with all federal and state election laws and regulations and all orders and agreements entered in all courts having jurisdiction over voting/election issues. Oglala Lakota shall bear all expenses and costs associated with operating and maintaining a satellite office for early voting in Oglala Lakota County. At the end of each month, Oglala Lakota shall reimburse Fall River for any wages, overtime, benefits, meals, mileage or other expenses necessarily incurred for the staffing of a satellite office. Oglala Lakota's approval of a satellite office for early voting shall be at least three months prior to the start of early voting. The purpose of the three months notice is to allow the Auditor and Fall River to plan for the satellite office and to hire the necessary employees and adjust employee schedules accordingly.

12.

In the event of a vacancy in the office of Oglala Lakota Sheriff, Oglala Lakota must contract with a South Dakota certified law enforcement officer to provide Sheriff services to Oglala Lakota County.

13.

The period of this Contract shall be from January 1, 2021, until December 31, 2021, inclusive, and this Contract may be extended or renewed upon the mutual written consent of the parties hereto.

14.

Time is of the essence for this Contract.

15.

This Contract and all of its terms and conditions shall be binding upon all successors in interest of the parties hereto.

16.

All signed copies of this Contract shall be construed the same as the original hereof.

17.

Written notices required to be given hereunder, or any written notices required to be given under South Dakota law, shall be made by certified mail, return receipt requested, to the respective parties at the Auditor's Office, Fall River County Courthouse in Hot Springs, South Dakota.

18.

In the event that Oglala Lakota or Fall River determines that this Contract has been or will be breached, then and in that event, the non-offending party shall send written notice to the offending party, stating the grounds, facts and circumstances that the non-offending party believes led to the breach of this Contract.

The party receiving the notice of breach shall have sixty days from the date that notice was delivered to them, as indicated on the return receipt, to correct said breach, and in the event said breach is not corrected within said time period, the non-offending party may seek to enforce the remedies provided them under the provisions of this Contract and under South Dakota law.

19.

In the event that this contract is terminated, Fall River shall make available to Oglala Lakota all of the files, records, documents, books and official minutes of Oglala Lakota County at the Fall River County Courthouse, Hot Springs, South Dakota, for an immediate removal of the same by Oglala Lakota from said Fall River County Courthouse.

In the event of a breach of this Contract, the Fall River County State's Attorney and his authorized deputies, shall be removed from such dispute and each of the parties shall thereafter be solely responsible for retaining independent counsel or attorneys for purposes of representation in said dispute. Regardless of fault or liability, Oglala Lakota shall reimburse Fall River County for all attorney fees, expenses and costs associated with any dispute arising between the parties. Regardless of fault or liability, Oglala Lakota shall reimburse any County Official and/or Fall River employee for all attorney fees, expenses or costs associated with any dispute arising between the County Official in Oglala Lakota, and/or a Fall River employee and Oglala Lakota. Regardless of fault or liability, Oglala Lakota shall reimburse any County official and or Fall River employee for all attorney fees, expenses or costs associated which may be incurred as a result of any action related to this Contract and/or the duties to be performed pursuant to this contract.

21.

The parties agree that even if a party does not enforce the other party's breach of a provision of this Contract, the failure to do so shall not be deemed a waiver of that party's right to enforce any subsequent breach or default of the same or similar nature. Any waiver by a party of a right provided for in this Contract must be in writing and signed by the parties to be effective.

22.

This Contract shall be construed in accordance with the substantive laws of the State of South Dakota.

23.

Any dispute arising between the parties shall be brought before the Seventh Judicial Circuit Court, State of South Dakota, and the parties hereto consent to the jurisdiction of said court. The parties specifically waive any jurisdiction that may vest in the Oglala Sioux Tribal Courts.

24.

This Contract may be modified only if said modification is in writing and signed by all the parties.

25.

Oglala Lakota agrees and hereby represents that in this Contract, it was and is acting solely on its own, and acting through its own knowledge, and it is not in any manner relying upon any representation either from the Fall River County State's Attorney or any one of his Deputy State's Attorneys. Oglala Lakota hereby warrants and represents that it understands and acknowledges that as to this Contract, Fall River County State's Attorney and any of his Deputy State's Attorneys, represents only the interests of Fall River. This Contract incorporates all the demands that Oglala Lakota has made in regard to determining and fully settling all the terms and conditions herein.

Oglala Lakota hereby states and represents and warrants that it executes this Contract of its own free will, based upon its own independent judgment and without reliance upon any representations of the Fall River County States Attorney, or any of his Deputy State's Attorneys. Oglala Lakota states that it has considered all of the necessary factors on its own accord, utilizing its own independent judgment, and without coercion by any party. ***Oglala Lakota acknowledges that as to settling the final terms and conditions of this Contract, Fall River County State's Attorney has advised Oglala Lakota to seek its own independent legal representation.***

Fall River, the County Officials and Oglala Lakota hereby give their informed consent to authorize Fall River County State's Attorney to draft this Contract and to negotiate the terms and conditions of the same. Fall River, the County Officials and Oglala Lakota represent that there is no dispute currently pending between the parties hereto and there is no claim by one against any of the others. Fall River, the County Officials and Oglala Lakota, knowingly and voluntarily, waive any conflict of interest there may be in the Fall River County State's Attorney and or his Deputy States Attorneys in the drafting of this Contract and the negotiation of the terms and conditions of the same.

26.

The foregoing Contract constitutes the entire agreement between the parties and there is no other oral or collateral agreement between the parties.

DATED this ____ day of _____, 2020.

JOE FALKENBERG
Chairman, Board of County Commissioners
Fall River County, South Dakota, a political
subdivision of the State of South Dakota

DATED this ____ day of _____, 2020.

ANNA TAKES THE SHIELD
Chairman, Board of County Commissioners
Oglala Lakota County, South Dakota, a political
subdivision of the State of South Dakota

DATED this ____ day of _____, 2020.

SUE GANJE

Auditor of Fall River County, South Dakota

DATED this ____ day of _____, 2020.

TERESA PULLEN
Treasurer of Fall River County, South Dakota

DATED this ____ day of _____, 2020.

MELODY ENGBRETSON
Register of Deeds of Fall River County,
South Dakota

**OGLALA LAKOTA COUNTY
GENERAL FUND SURPLUS ANALYSIS
DATE: DECEMBER 31, 2020**

The amount of General Fund dollars that counties can retain as surplus is restricted by SDCL 7-21-18.1 which states: "The total unreserved, undesignated fund balance of the general fund may not exceed forty percent of the total amount of all general fund appropriations contained in the budget for the next fiscal year. The total unreserved, undesignated fund balance of the general fund of the county as of March thirty-first and September thirtieth shall be published in the minutes of the proceedings of the board of county commissioners and reported to the Department of Legislative Audit. The report shall be on forms prescribed by the Department of Legislative Audit."

The following analysis should be completed as of March thirty-first and December thirty-first of each year. Thereafter, the unreserved, undesignated fund balance amount should be published in the minutes of the governing board. This analysis should also be filed with the Department of Legislative Audit.

ASSETS:

10100 Cash	323,167.47
10800 Taxes Receivable--Current	6,584.27
11000 Taxes Receivable--Delinquent	2,537.54
TOTAL ASSETS	332,289.28

GENERAL FUND SURPLUS ANALYSIS

LIABILITIES AND EQUITY:

22400 Deferred Revenue	9,121.78
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FUND BALANCES:

Need Designation	
Underfunded Dept Expenses	16,000.00
Kiosk for Treasurers Office	60,000.00
27500 Committed (list)	
27600 Assigned (one of the following)	
March - 3/4 of the current year	
December - Subsequent year	15,793.00
27700 Unassigned	231,374.50
TOTAL LIABILITIES AND EQUITY	332,289.28

Following Year's General Fund Budget (use current year for March analysis)	507,651.00
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The unassigned fund balance, account 27700, divided by the following year's General Fund budget resulting in the fund balance percentage	45.58%
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