

OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF APRIL 12, 2023

The Oglala Lakota Board of County Commissioners met in regular session on April 12, 2023. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull and Sue Ganje, Auditor. Ramon Bear Runner and Anna Takes the Shield (DuBray) were absent.

The meeting was called to order at 1:14 p.m. by Vice-Chairwoman Comer. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Motion made by Yellow Bull, seconded by Hopkins, to approve the agenda as written.

Motion made by Yellow Bull, seconded by Hopkins, to approve the minutes of March 8, 2023.

Motion made by Yellow Bull, seconded by Hopkins, to approve the February Auditor's Account with the Treasurer as follows:

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 28th day of February 2023.

Total Amount of Deposit in First Interstate Bank, HS:	\$	201,058.61
--	----	------------

Total Amount of Cash:	\$	442.80
------------------------------	----	--------

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	3,427.52
---	----	----------

FIRST INTERSTATE SAVINGS

First Interstate, HS:	\$	2,997,805.77
-----------------------	----	--------------

CERTIFICATES OF DEPOSIT:

Schwab 2 year	\$	14,866.24
---------------	----	-----------

Schwab 2 year	\$	2,010,421.88
---------------	----	--------------

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

Sheriff Change Fund:	\$	-
Election Petty Cash:	\$	15.00

RETURNED CHECKS:

Deaton, Tyler	\$	110.10
TOTAL		\$ 5,228,147.92

Dated This 28th Day of February 2023.

/s/Sue Ganje, County Auditor of Oglala Lakota County

/s/Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies	\$	5,118,387.37
Held for other Entities	\$	20,733.52
Held in Trust	\$	89,027.03
TOTAL	\$	5,228,147.92

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.

Motion made by Yellow Bull, seconded by Hopkins, to approve the purchase of a PC-DK-M75 S R7-Gen 2 computer for the Sheriff’s Department, in the amount of \$1,392.48.

Melody Engebretson, Register of Deeds, met with the Board. Motion made by Yellow Bull, seconded by Hopkins, to approve the purchase of a Samsung 32” Class CR50 Curved Full HD Monitor, in the amount of \$206.45.

Lynx Bettelyoun, Highway Superintendent, met with the Board. Motion made by Yellow Bull, seconded by Hopkins, to approve the February 28, 2023 through March 26, 2023 Sheriff fuel transfer to reimburse the Highway Department for 310.9 gallons of fuel at \$3.802 per gallon, for a total of \$1,182.04.

Fuel quotes were presented as follows:

3/29/2023 Quotes	2,000-Gal Gasoline	5,700-Gal Diesel	750-gal propane
Westco	\$3.519/gallon	\$3.569/gallon	\$2.049/gallon
Vollan Oil	\$3.49/gallon	\$3.19/gallon	No Bid
Lakota Plains	No Bid	No Bid	\$2.05/gallon

Motion made by Yellow Bull, seconded by Hopkins, to approve the low bid from Vollan Oil for 2,000 gallons of gasoline, at \$3.49 per gallon, for a total of \$6,980.00 and 5,700 gallons of diesel, at \$3.19 per gallon, for a total of \$18,183.00.

Motion made by Yellow Bull, seconded by Hopkins, to approve the low bid from Westco for 750 gallons of propane, at \$2.049 per gallon, for a total of \$1,536.75.

Bettelyoun updated the Board that they have been removing snow on all roads; some maintaining and reshaping has been done on all roads between snow storms.

Takes the Shield (DuBray) joined the meeting at 1:28 p.m. and the meeting was turned over to the chairwoman.

Bettelyoun informed the Board that there has not been any applicants for the Highway Department; he would like to see the pay upgraded so people are interested in applying. Don Frank with Oglala Lakota College is setting up a training for equipment and CDL's. There would be 80 classroom hours and 240 driving hours. Bettelyoun will look into becoming a trainer but would prefer not to.

Motion made by Yellow Bull, seconded by Hopkins, to approve notice of award of bid to 63 Industries LLC, 14807 Fox Trail, Box Elder, SD, 57719 for the road project, and authorize the chairwoman to sign three copies.

Jerlene Arredondo, Veteran's Service Officer, reported to the Board that she is expecting an increase in clients with warmer weather and that she would be installing 11 more headstones before the Memorial Day deadline. Further discussion was held on housing for veterans, new applications for housing, travel vouchers, eligibility and benefits, visiting veterans in the VA and ways to honor veterans.

Kim McNemar, Director of Hot Springs Behavior Management, reported to the Board that she is offering services at the Rockyford, Batesland, Loneman, Porcupine and Oelrichs Schools. McNemar needs parental consent and referrals to be able to help children. Discussion was held on the possibility of Memorandum of Understanding with some, numbers fluctuating from year to year and advocating for students and parents. Areas of comprehensive evaluation are family dynamics, history of mental health needs, social interactions, pre-mature or normal pregnancies, medical modules, strengths and treatment plans.

Motion made by Yellow Bull, seconded by Comer, to adjourn as the Board of County Commissioners and reconvene as a County Board of Equalization at 2:40 p.m.

The County Board of Equalization was called to order at 2:41 p.m. Director of Equalization Heidebrink reviewed the responsibilities of the Board and the oath of office was taken by Board members and given to the Auditor. Also present was appraiser Sam Kipp from the Director of Equalization office.

Motion made by Yellow Bull, seconded by Comer, to accept the local meeting minutes from the Town of Batesland.

Motion made by Yellow Bull, seconded by Comer, to approve the 2023 tax exempt list.

Owner Occupied edits were presented. Motion made by Yellow Bull, seconded by Comer to approve the owner-occupied classifications list, recommended by Director of Equalization Heidebrink as follows:

Sandra Cuny Buffington, parcel 71000-04347-354-30, Donald & Kaycee Buffinton, parcel 71000-04347-354-31; and Debra Black Crow, parcel 80000-00400-016-00.

Motion made by Yellow Bull, seconded by Comer, to approve the Oglala Lakota Stipulations: #2023-01, Mark R. Fuller, parcel 17000-03741-011-10; #2023-02, Goodman Ranch LLC, parcel 23000-03747-061-00; #2023-03, Clay D. Kratovil, parcel 17000-03741-323-00; #2023-04, Clay D. Kratovil, parcel 18000-03742-244-00; #2023-05, Eldon Lessert, parcel 27000-03843-103-00; #2023-06, Eldon Lessert, parcel 27000-03843-161-00; #2023-07, Eldon Lessert, parcel 27000-03843-341-00; #2023-08, Muddy Creek Land & Cattle LLC; parcel 41000-04041-231-00; #2023-09, Muddy Creek Land & Cattle LLC, parcel 41000-04041-242-00; #2023-10, Muddy Creek Land & Cattle LLC, parcel 41000-04041-261-00; #2023-11, Muddy Creek Land & Cattle LLC, parcel 41000-04041-261-10; #2023-12, Daniel Pershall, parcel 25000-03841-364-00; and #2023-13, Teddy & Rhonda Two Eagle, parcel 26000-03842-143-00, as per Director of Equalization Heidebrink's recommendation.

Motion made by Yellow Bull, seconded by Comer, to approve ag status for Mark Van Duke, #2022-14, as follows: parcels 01000-3541-053-00 and 01000-03541-054-00 – land value of \$105,000.00.

Motion made by Yellow Bull, seconded by Hopkins, to adjourn as the County Board of Equalization and reconvene as a Board of County Commissioners at 2:58 p.m.

Sue Ganje, Auditor, reported to the Board about the 2023 annual report. Motion made by Yellow Bull, seconded by Hopkins, to approve using the funds for domestic abuse training.

Discussion was held on the notice of participation submitted for Teva, Allergan, CVS, Walgreens and Walmart opioids settlement. The Janssen Settlement received \$7,182.26 for 2022 and \$7,548.20 for 2023.

Motion made by Yellow Bull, seconded by Hopkins, to approve bills as follows:

GENERAL FUND

AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$150.11
AT&T TELECONFERENCE	PHONE CONFERENCE SERVICE	\$8.52
BEAM BENEFITS	VISION PLAN	\$31.36
CENTURY BUSINESS	COPIER LEASE/METER	\$188.90
COMPUTER REPAIR W/ THERAPY	NEW COMPUTERS	\$1,307.49
TAKES THE SHIELD, ANNA	MILEAGE	\$51.00
EFTPS	EFTPS PAYROLL TAXES	\$2,439.98
GOLDEN WEST	LOCAL PHONE/EMAIL/LONG DISTANCE	\$325.13
HOPKINS, ARTHUR L	MILEAGE	\$108.12
LAKOTA TIMES	PUBLICATION	\$681.40
LYNN'S DAKOTA MART	COMMISSION MEETING FOOD	\$28.26
MASTEL, BRUCE	WEB HOST/UPDATE/SERVER	\$35.00
MASTERCARD	COUNTY CREDIT CARD	\$1,724.97

QUADIENT FINANCE USA, INC	POSTAGE	\$965.51
OGLALA SIOUX TRIBE	MONTH RENT FOR VET SERVICE OFFICER	\$100.00
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$82.00
RUSSELL, LANCE	MILEAGE REIMBURSEMENT	\$16.80
SDML WORKER'S COMP. FUND	COUNTY WORKER'S COMP	\$1,824.00
OL COUNTY TREASURER	SALES TAX	\$5.86
SIEDSCHLAW, JON	CORONER CALLS	\$1,350.00
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$1,578.92
STURGIS RESPONDER SUPPLY	UNIFORM & ACCESSORIES	\$672.45
THOMSEN REUTERS - WEST	ONLINE LAW SUBSCRIPTION	\$148.00
YELLOW BULL, WENDELL	MILEAGE	\$66.30
COMER, ALYSSA	MILEAGE	\$213.69
COMMISSIONERS	MARCH SALARIES	\$1,450.00
STATE'S ATTORNEY'S OFFICE	MARCH SALARIES	\$500.00
VETERAN'S SERVICE OFFICE	MARCH SALARIES	\$3,189.33
SHERIFF	MARCH SALARIES	\$7,101.25
	TOTAL FOR GENERAL FUND	\$26,344.35

COUNTY ROAD & BRIDGE

AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$94.39
BANNER ASSOCIATES, INC.	SERVICE	\$2,212.00
BEAM BENEFITS	VISION PLAN	\$30.56
BUTLER MACHINERY CO.	EQUIP/REPAIR	\$1,055.89
COMPUTER REPAIR W/ THERAPY	NEW COMPUTERS	\$1,359.99
CULLIGAN	UTLITY/WATER DISPENSER	\$32.50
DELTA DENTAL OF SD	DENTAL PLAN	\$274.70
EFTPS	EFTPS PAYROLL TAXES	\$3,961.80
FALL RIVER COUNTY HERALD	PUBLICATION	\$64.00
BUCHE HARDWARE & LUMBER	SUPPLIES	\$341.29
GREAT PLAINS COMMUNICATION	LOCAL PHONE & INTERNET	\$221.82
LACREEK ELECTRIC ASSOCIATION	UTILITY/ELECTRIC	\$1,266.49
LAKOTA TIMES	PUBLICATION	\$8.64
MARTIN AUTO PARTS	PARTS/SUPPLY	\$35.84
MASTERCARD	COUNTY CREDIT CARD	\$80.00
MCI COMM SERVICE	LONG DISTANCE	\$51.29
MENARDS	SUPPLY	\$75.95
METROPOLITAN COMPOUNDS	SUPPLY	\$619.62
MIDWAY SERIVCE/VOLLAN OIL	FUEL	\$25,159.51
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$117.75
OL COUNTY TREASURER	SALES TAX	\$1.70
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$1,838.24
WESTCO	PROPANE UTILITES	\$1,333.08
HIGHWAY DEPARTMENT	MARCH SALARIES	\$15,915.67
HIGHWAY DEPARTMENT	OVERTIME	\$1,625.47

	TOTAL FOR COUNTY ROAD & BRIDGE	\$57,778.19
AMERICAN RESCUE PLAN		
BEAM BENEFITS	SALES TAX	\$25.21
DELTA DENTAL OF SD	SDRS CONTRIBUTIONS	\$114.50
RELIANCE STANDARD LIFE	PROPANE UTILITES	\$7.00
	TOTAL FOR AMERICAN RESCUE PLAN	\$146.71
	TOTAL PAID BETWEEN 3/9/23 AND 4/12/23	\$84,269.25

Bear Runner entered the meeting at 3:25 p.m.

Motion made by Yellow Bull, seconded by Comer, to enter into executive session as per SDCL 1-25-2 (1) for personnel purposes at 3:35 p.m.

The meeting resumed at 3:48 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to appoint Vanessa Plume as the Oglala Lakota County Sheriff, effective May 1, 2023.

No public comment was heard. Motion made by Yellow Bull, seconded by Hopkins, to adjourn at 3:50 p.m.

/s/Anna Takes the Shield (DuBray)
Anna Takes the Shield (DuBray), Chairwoman
Board of Oglala Lakota County Commissioners


ATTEST:
/s/Sue Ganje
Sue Ganje, Oglala Lakota County Auditor

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 March 2023.

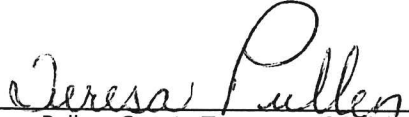
Total Amount of Deposit in First Interstate Bank, HS:	\$	272,903.94
Total Amount of Cash:	\$	656.02
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	6,532.28
FIRST INTERSTATE SAVINGS		
First Interstate, HS:	\$	2,933,258.26
CERTIFICATES OF DEPOSIT:		
Schwab 2 year	\$	14,882.65
Schwab 2 year	\$	2,025,515.63
Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:		
Election Petty Cash:	\$	15.00
RETURNED CHECKS:		
Deaton, Tyler	\$	110.10

TOTAL \$ 5,253,873.88

Dated This 31st Day of March 2023.



Sue Ganje, County Auditor of Oglala Lakota County



Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies	\$	5,110,260.29
Held for other Entities	\$	50,740.32
Held in Trust	\$	92,873.27
TOTAL	\$	5,253,873.88

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.



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

April 25, 2023

Anna Takes The Shield
Chair, Oglala Lakota County Commission
906 North River Street
Hot Springs, SD 57747

RE: Appointments to the Oglala Lakota County Local Emergency Planning Committee.

Dear Ms. Takes The Shield:

The South Dakota State Emergency Response Commission (SERC) is contacting you regarding the Oglala Lakota County Local Emergency Planning Committee (LEPC). The formation of an LEPC is required under Title III of the Superfund Amendments and Reauthorization Act, also known as the Emergency Planning and Community Right-to-Know Act of 1986.

The LEPC is responsible for ensuring Oglala Lakota County has an emergency/hazardous materials response plan and keeps the plan up to date. The April 17, 2013, ammonium nitrate fertilizer explosion in West, Texas is an example of why it is important to plan the local response to emergency events. An active and informed LEPC can also play an important role when it comes to setting training goals for local responders, coordinating training exercises, providing assistance to businesses that report chemical storage, and providing information to the public.

When a county does not submit a membership roster, the SERC appoints members to serve as the LEPC for that county. These appointments are as follows:

- Oglala Lakota County Commission, all members;
- Oglala Lakota County Sheriff;
- Oglala Lakota County Emergency Manager; and
- Oglala Lakota County States Attorney.

The chair of the county commission shall serve as chair of the LEPC.

This appointment will remain in effect unless the county submits an alternate roster, assigning additional or different members to the LEPC. Should you wish to designate a different chairperson or change the membership, please submit a membership roster to the SERC.

Before you submit a roster, please note federal requirements specify LEPC membership should include one or more representatives of each of the following organizations/groups:

1. Elected state or local officials;
2. Law enforcement personnel;

3. Emergency management coordinators;
4. Fire service representatives;
5. Emergency medical personnel;
6. Health and/or hospital representatives;
7. Local environmentalists and/or other interested citizens;
8. Transportation personnel;
9. Broadcast or print media representatives;
10. Community groups; and
11. Owners or operators of facilities that use and store chemical.

In a rural county with a limited number of available volunteers, one person may represent multiple organizations/groups. It may not be possible to fill all the membership slots, particularly if no representative of an organization/group resides in the county or if the sole representative does not wish to participate. If this happens, simply include a short statement with the roster form.

Should you need assistance or have questions please feel free to contact Kelsey Newling via e-mail at kelsey.newling@state.sd.us or by calling 800-433-2288. We look forward to working with you.

Sincerely,



Dustin Willett
Chairman, State Emergency Response Commission

cc: Frank Maynard, Oglala Lakota County Emergency Manager
Lance Russell, Oglala Lakota County States Attorney
Joe Herman, Oglala Lakota County Sheriff
Oglala Lakota County Commission ✓

**STATE OF SOUTH DAKOTA
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF EMERGENCY MANAGMENT**

**Sub-Recipient Agreement
Between**

Oglala Lakota, County of
906 N. River Street
Hot Springs, SD 57747

State of South Dakota
Department of Public Safety
Office of Emergency Management
118 W. Capital Ave.
Pierre SD 57501

Referred to as Sub-Recipient

Referred to as State

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

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION:

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This agreement shall be effective as indicated in Exhibit A.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

The Sub-Recipient will undertake and complete the work or performance as described in Exhibit A.

If the State will undertake or complete any work or performance under this Agreement, it is described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of DR-4689 PA and the amounts are indicated in Exhibit A, line i.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES:

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report. Records for real property and equipment must be retained for 3 years after closeout of the disaster.

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 the entire disaster is closed. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION:

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

- (A) A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or sub-recipient's organization;
and
- (D) If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT:

Sub-grant closeout will be completed upon verification of final reimbursement between the State and sub-recipient and validation of construction adhering to grant requirements. The State will prepare the closeout documents consisting of, for Small Projects: 1-Request to close the grant, for Large Projects: 1 - Request to close the grant 2-An accounting of all costs expended in conjunction of the grant, 3-Written consultations or permits ensuring all environmental conditions were met. The State review completed for reviewed for accuracy or corrections and upon verification of accuracy documents, the State will submit the closeout to FEMA for final reconciliation. Upon FEMA closeout and final reimbursement to the sub-recipient or the State, this will complete the sub-recipient closeout requirements.

B. STANDARD CLAUSES

10. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

11. COST PRINCIPLES:

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Sub-Recipient may only terminate this Agreement if no grant funds under this Agreement have been expended. If this Agreement is terminated for any reason and the project is only partially complete, the Sub-Recipient may be required to repay all grant funds paid under this Agreement to the State.

13. FUNDING:

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

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned, nor the funds given to a new or additional subrecipient, without the express written consent of the State. This agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto. Any assignees, subrecipients, or successors in interest must agree to be bound by all terms contained within this agreement and shall be bound hereby to all these terms.

15. CONTROLLING LAW:

This Sub-Recipient Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, exclusive of its choice of law principals. Federal law, administrative rules, and grant guidelines control the use and administration of federal grants. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

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

17. SEVERABILITY:

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

18. NOTICE:

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

19. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient may use contractors to perform work under this Agreement as set forth in Section C. The Sub-Recipient may not sub-grant funds under this Agreement without the previous written approval of the State.

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

20. STATE'S RIGHT TO REJECT:

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

21. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

22. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination. Termination of this Agreement for any reason by either party does not relieve the Sub-Recipient of its responsibilities under this Agreement as to funds already paid.

The indemnification provision of this Agreement survives termination. If the Sub-Recipient fails to complete the project within the timelines of this Agreement, the Sub-Recipient may submit a written request for an extension. If no request for an extension is received, and the term of this Agreement expires, the funds awarded under this Agreement will automatically de-obligate and be available to other sub-recipients. The term of this Agreement does not include processing time allowed for final bills, but all work must be completed within the term unless an extension is requested and approved in writing.

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

24. RIGHT TO APPEAL:

Upon my concurrence with the Project Worksheets (PW's), I hereby agree to accept as accurate and final, the costs identified in the PW's, unless one of the following conditions apply within 60 days from the scoping meeting or following any FEMA determination: 1.) The inspection team has made an error. 2.) Additional disaster related damage was discovered.

25. CERTIFICATION REGARDING LOBBYING:

I certify, to the best of my knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative

agreements) and that all sub-recipients shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

26. COMPLETION OF WORK:

I hereby agree to perform all work in accordance with the grant conditions, complete all work claimed in the PW's and agree to expend all funds that have been provided in performance of eligible work. I also agree that work will be completed within the required time limits. Large project closeout will be submitted to the State no later than 90 days following the completion of the project.

27. REPORTING REQUIREMENTS:

The Sub-Recipient shall submit quarterly reports for any work to be completed large project (in excess of \$1,000,000) that include a comparison of actual accomplishments to the approved activity objectives, percentage completed to date, and summary of the financial activity for the reporting quarter and include planned activity for the next quarter. The reports shall be submitted within 15 days of the end of the quarter. The quarters will end on December 30, March 30, June 30, and September 30.

28. PROCUREMENT:

Sub-Recipient will follow procurement standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

29. DOMESTIC PREFERENCES FOR PROCUREMENT:

In accordance with 2 CFR 200.322, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

30. 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.

31. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

2 CFR 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019

(FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.

D. AUTHORIZED SIGNATURES

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient Signature

Date

State - SD Office of Emergency Management Recovery Team Leader

Date

State - Director of SD Office of Emergency Management

Date

OCETI SAKOWIN

TREATY SUMMIT

MAY 17, 18, 19, 2023

9:00 AM - 5:00 PM

LOCATION: RUSHMORE PLAZA HOLIDAY INN
RAPID CITY, SOUTH DAKOTA

HOSTED BY
OGLALA SIOUX TRIBE | 5TH MEMBERS OFFICE

REGISTRATION FEE OF \$200 IS TO BE MADE PAYABLE
TO: OGLALA SIOUX TRIBE 2023 TREATY SUMMIT

[REGISTER HERE](#)



OCETI SAKOWIN TREATY SUMMIT

Name :

Tribal Affiliation :

Email Address:

Phone Number :

Which dates will you be attending?

May 17, 2023:

May 18, 2023:

May 19, 2023:

This years Oceti Sakowin Treaty Summit will be held May 17 - 19, 2023 at the Rushmore Plaza Holiday Inn, Rapid City, South Dakota.

A registration fee of \$200 is be made payable to:
Oglala Sioux Tribe 2023 Treaty Summit.

Please register by May 10, 2023 either **here online** at or with this form. Please return registration form to the OST 5th Members Office.

For questions please call the 5th members office at 605.867.8467

3.49



Oglala Lakota County Sheriff's Office

906 N. River Street

Hot Springs South Dakota 57747

Phone: 605-441-6215

Wed 3-30-23

65-1A HERMAN

65-1B PLUME

65-1C DAVIS

Date	Officer	Gallons	License	Mileage
4/7/2023	LOSTB	15.3	CO- 11398	141000
4-7-23	1A	18	CO- 10693	
4/12/23	LOSTB	13.8	CO- 11398	147866
4/17/23	LOSTB	14.3	CO- 11398	147100
4/21/23	LOSTB	10.5	CO- 11419	98885
4/26/23	LOSTB	14.6	CO- 11419	99156
5/2/23	LOSTB	15.5	CO- 11419	992---
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	
			CO-	

102 gallons @ \$3.49/gallon = \$355.98

OGLALA LAKOTA COUNTY

HIGHWAY DEPARTMENT

To: Oglala Lakota County Commissioners

Re: Petition for Private Road Maintenance

The petition is from residents within the boundaries of Oglala Lakota County who have roads that are not on the Oglala Lakota County road system. Road maintenance is being requested at the following physical location (1/4 Section, Township, and Range):

Section 12, Township 37, Range 44

Description of requested work would be:

Blading Road

Cost for the requested work would be:

Cost will be determined by the cost accounting system (see attached sheets for estimates), one hour minimum. Time will begin when leaving the shop, and end when returning to the shop if there is no County equipment located near the requested job site; or travel time will be from the area where the equipment is being stored and ending when returning back to the area where the equipment is being stored, if there is County equipment located near the requested job site.

The cost of each project will be estimated by the Highway Superintendent, determined by the number of hours. The estimated cost will be 100% paid by the petitioner to the Highway Superintendent, who will forward the money to the County Auditor, 906 N. River Street, Hot Springs, SD 57747, and upon receipt of money, Auditor will notify the Highway Superintendent to authorize start of project. All contracts will be taken to the Board of Commission meetings for approval in the minutes.

This work will be performed by the Oglala Lakota County Superintendent and employees, with cost records maintained. This work will be only performed when weather permits, and when normal maintenance duties are caught up. State law authorizes a maximum of 6 hours per year, per applicant.

The applicant agrees to indemnify and hold harmless Oglala Lakota County for any and all actions, suits, liability, damages or other proceedings arising out of operations to complete the requested road maintenance.

X Peggy Sanchez-Vizama 899-2812 4-13-23
Property Owner Address Phone # Date

X Peggy Sanchez-Vizama
Property Owner Signature

Oglala Lakota County Chairman Date Lynn Buttner 4-13-2023
Oglala Lakota Hwy Supt. Date

2 \$170.00 _____
Total Hours Estimated 100% Estimate Amount Date received by Auditor

Oglala Lakota County HWY Department

Ph: 605 288-1866

Fax: 605 288-1867

Name: Peggy Sanchez-Vizcarra
(Print)

Date: 4-13-23

ITEM	COST PER HOUR	HOURS	TOTAL
Motor Grader	\$85.00	2	170
Dump Truck	\$65.00		
Loader	\$65.00		
Semi/Belly Dump	\$139.00		
Pit Run Gravel	\$ 2.00		
Mower Tractor	\$55.00		
Water Truck	\$65.00		

Grand Total 170

Signature: Peggy Sanchez-Vizcarra

Super Indendent
Signature [Signature]

Oglala Lakota County
Highway Department

May 03,2023

Here is what was done for the month, should you have any questions please give me a call.

Blade Roads

#16, #16A, #11, #2, #4, #15, #8, #5, #24, #24C, #13, #15L, #9

Reshaping

#26, #6

Equipment Repair

1997 140H Motor Grader: replaced Trany Hose

Walk-N- Roll Packer: replaced 2 sets of Bearings and1 Hub

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT April 2023

OFFICE VISITS APPOINTMENTS 12 **WALK-INS** 248 **PHONE** 200 **TOTAL** _____
(See explanation below)

DEATHS TRIBAL MEMBERS 2 **NON-TRIBAL MEMBERS** _____

VETERANS ADMINISTRATION

NEW CLAIMS 6 (PERSON 6 PHONE _____)

EXISTING CLAIMS 22 (PERSON 19 PHONE 3)

NEW MEDICAL ENROLLMENT 2

DD214 REQUESTS 14 (OFFICE 12 OTHER 2)

HOME LOAN 1 **VA STATE HOME** 1 **OTHER** _____

SD STATE BENEFITS

VETERANS/ACTIVE DUTY BONUS _____ **BURIAL BENEFITS** 3 **EDUCATION** 2

HEADSTONE/SET UP 2 **RECORDS/OTHER** 4 **STATE PARKS** _____

HUNTING/FISHING LICENSES _____ **LICENSE PLATES** _____ **DRIVERS LICENSE** _____

TRIBAL

TRIBAL VETERANS FLAG _____ **FUNERALS/ROLL CALL** 2

MEETINGS 1 **OTHER** _____

PUBLIC OUTREACH

SOCIAL MEDIA _____ **RADIO STATION** X **OTHER** _____

OTHER been assisting our reservation veterans with a grant app since our area was declared a disaster area in Dec 2022
(See attached document)

VSO NAME J. H. Nicholls



The MOAA Foundation Crisis Relief Fund

CRITERIA AND INSTRUCTION GUIDE

Thank you for your interest in applying for a Crisis Relief Fund grant from The MOAA Foundation. Please review the following information carefully, as it pertains to your eligibility and responsibilities for grant award consideration. If you are eligible based on these criteria, you may begin your application. (<https://www.moaa.org/crisisreliefapp>)

Who is Eligible?

The Crisis Relief Fund offers financial assistance to those falling under one or more of the below categories: Currently serving (including National Guard and Reserve), spouses of currently serving, veterans (with an honorable discharge), surviving spouses (whose spouse held an honorable discharge), and caregivers of the same who are experiencing financial setback due to an unexpected current crisis. Open to all ranks and U.S. uniformed services.

What We Will Help With

Applicants experiencing a crisis by natural disaster deemed a national emergency by their local City or State and are experiencing extreme financial hardship as a result of this crisis. We welcome those experiencing any unique crisis situations so long as specific information is provided when applying. The crisis in which an applicant is submitting an application for must have occurred no more than six months prior to the date of the application submission.

- Housing (rent, mortgage, housing assistance, repairs, etc.)
- Auto loan/lease/car repair
- Utilities (electric, water, heat, internet/cable, cell phone)
- Credit card bills
- Medical bills
- Insurance bills
- Groceries
- Miscellaneous (*must specify on application*)

*We will not assist with legal fees or child support payments.

Ensure you have thoroughly read through these instructions and all points within the application. Failure to provide necessary information and complete responses in your application will result in your application being incomplete and it will not be considered.

If it is determined that your application is incomplete, you may submit a new and complete application. You will be alerted of your application's outcome via email once it is reviewed.

* December 2022 Blizzard *

**ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: FALL RIVER COUNTY, SOUTH DAKOTA ("Customer")

RECITALS:

- A. Customer has agreed to purchase certain election-related services from ES&S for use in **Fall River County, South Dakota** (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.
- B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):
 - Exhibit A (Summary of Services)
 - Exhibit B (Ballot Layout, Coding, and Voice File Services)
 - Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer is located.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
1208 John Galt Boulevard
Omaha, NE 68137

FALL RIVER COUNTY, SOUTH DAKOTA
906 N. River Street
Hot Springs, SD 57747

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Title

Title

Date

Date

GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B & C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit.

6. **Term; Termination.** This Agreement shall be in effect beginning on the **Effective Date, covering all elections through December 31, 2026** (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by commercial overnight courier (with written verification of receipt) or (c) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of

the persons listed on the signature page to this Agreement and at the addresses set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Email.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of email transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

**EXHIBIT A
SUMMARY OF SERVICES**

Sale Summary:	
Description	Refer to
Ballot Layout, Coding, and Voice File Services	Exhibit B
Ballot Printing Services	Exhibit C
Terms & Conditions:	
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.	
Note 2: <u>Invoicing and Payment Terms are as Follows:</u>	
<p style="text-align: center;">Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as services are provided.</p> <p style="text-align: center;">Invoices are due net 30 from invoice date.</p>	
Note 3: Customer understands, acknowledges and agrees that ES&S' fees for the services as set forth on the accompanying exhibits are based upon (a) a contractual commitment by Customer to subscribe for and purchase such services for the entire Term of the Agreement and (b) the descriptions of such services in the accompanying exhibits. In the event that Customer changes its commitment to a period of less than the Term of the Agreement for any reason other than a termination for cause pursuant to Section 6, of this Agreement, Customer hereby agrees to promptly pay a balance due charge using the Non-Discounted Fees applied to the Ballot Layout, Coding and Voice File Services provided to the Customer up through the date of such early termination.	
Note 4: The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.	

**EXHIBIT B
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

Description	Non-Discounted Fees	Discounted Fees
Paper Ballot Layout (Price per Ballot Face)		
English and Spanish (combined):		
1 to 500 Faces	\$41.95	\$38.80
501 or more Faces	\$36.00	\$33.30
Languages other than English/Spanish		
1 to 500 Faces, per Language	\$85.00	\$78.60
501 or more Faces, per Language	\$71.50	\$66.15
Base Charge for Ballot on Demand (BOD)	\$640.00	\$592.00

Electronic Screen Layout – ExpressVote, AutoMARK or iVotronic		
English and Spanish (combined):		
Per Ballot Style, or precinct, whichever is greater	\$26.25	\$24.25
Languages other than English/Spanish		
Per Ballot Style, or precinct, whichever is greater	\$48.00	\$44.40

Special Note:

Electronic Screen Layout does NOT apply to ExpressVote or AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services	Non-Discounted Fees	Discounted Fees
Base Charge per Equipment Type	\$600.00	\$555.00
Base Charge for ERM file set-up	\$600.00	\$555.00
Ballot types created (open primary or multiple-page ballots)	\$90.00	\$83.25
Precincts (for every precinct in the election)	\$10.75	\$9.95
Splits (for every additional ballot style within a precinct.)	\$10.75	\$9.95
Ballot Face Configurations (every unique ballot face in the election)	\$19.25	\$17.80
Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election)	\$21.00	\$19.40
Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$9.00	\$8.30
Headers (Central Tabulators)	\$2.40	\$2.20
Re-Coding Fees	\$600.00 + applicable fee for each changed element	\$555.00 + applicable fee for each changed element

Voice Files per Equipment Type	Non-Discounted Fees	Discounted Fees
Language Setup Charge - English	\$400.00	\$370.00
Language Setup Charge - Spanish	\$400.00	\$370.00
Language Setup Charge - All Other languages	\$600.00	\$555.00

Description	Non-Discounted Fees	Discounted Fees
Political Parties (Fee Billed Per Element, Per Language)	\$6.00	\$5.55
Ballot Faces (Fee Billed Per Element, Per Language)	\$18.00	\$16.65
Contests / Issues (Fee Billed Per Element, Per Language)	\$19.00	\$17.55
Candidates / Yes-No Responses (Fee Billed Per Element, Per Language)	\$12.00	\$11.10
Propositions / Amendments / Instructions (Fee Billed Per Element, Per Language)	\$24.00	\$22.20
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.42	\$0.40
Resubmission	\$400.00 for English & Spanish and \$600.00 (for each additional language), plus the applicable fee for each element changed for each language	\$370.00 for English & Spanish and \$555.00 (for each additional language), plus the applicable fee for each element changed for each language

Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)	Non-Discounted Fees	Discounted Fees
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, Jump Drives)	\$14.25	\$14.25
Electronic transfer files (per county, per election)	\$141.75	\$141.75
SOS Media	\$85.50	\$85.50
.pdf File Extraction (per Style)	\$1.75	\$1.75
Sample Ballot Creation	\$45.50	\$45.50
Publication Ballot Creation (Ballot Layout as is)	\$210.00	\$210.00
Custom Publication Ballot Creation	\$400.00	\$400.00
ESSIM Test Deck Creation (does not include print costs)	\$375.00	\$375.00
Auto Test Deck PDF Creation (\$21.50 per Style; Min Chg of \$215.00)	\$215.00	\$215.00
Ballot Assignment Chart	\$455.00	\$455.00
Download Results From Media	\$75.00	\$75.00
ERM State Utility File	\$485.00	\$485.00
Note 1: All prices are <u>exclusive of freight</u> which will be billed separately		

**EXHIBIT C
BALLOT PRINTING SERVICES**

Description	Price per Ballot
11", 14", or 17" Ballots	
Base ballot charge	\$0.26
Backside of ballot	\$0.03
Stub and/or numbering	\$0.03
Folding or scoring	\$0.03
Stapling or gluing in pads	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.02
19" Ballots	\$0.03
Prices are exclusive of freight, which will be billed separately.	

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

Note 2: Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

Note 3: Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

Note 4: Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Five (5) business days from time of order.