

**OGLALA LAKOTA COUNTY COMMISSIONERS
REGULAR MEETING AGENDA
COURTHOUSE – THIRD FLOOR MEETING ROOM
906 NORTH RIVER STREET, HOT SPRINGS SD
THURSDAY, DECEMBER 28, 2023
CELL PHONE USAGE IS PROHIBITED DURING THE MEETING**

12:30 Commission Review of Bills

**1:00 Call Meeting to Order
Pledge of Allegiance**

Action agenda items for consideration:

- Review Agenda for Conflicts; Approve Agenda
- Approve minutes of the Oglala Lakota County Commissioners for December 13 and 15, 2023
- Approve Oglala Lakota-Fall River 2024 Contract

Agenda items for consideration:

1:05 Lynx Bettelyoun, Highway Superintendent-

- Private Road Maintenance-Velma Kills Back, \$170.00; possible action

1:10 Teresa Pullen, Treasurer-

- Request approval for half of the annual JD Power Connect subscription in the amount of \$212.50 with the other half to be paid by Fall River County; possible action

1:15 Commissioners-

- Discussion regarding days of meetings for the upcoming year; possible action
- Review letters of intent regarding the 2024 Sheriff appointment; possible action
- All County employees must get permission from the Board prior to applying for or requesting funds from any outside sources; possible action

1:25 Derek Puckett, Sheriff-

- Introductions and updates; possible action

1:30 Supplemental and Contingency Hearing

1:45 Sue Ganje, Auditor-

- Surplus Analysis Report; possible action

2:00 Break

2:10 Jerlene Arredondo, Veteran Service Officer-

- Submit Monthly Report; possible action
- Updates

2:15 Lance Russell, State's Attorney-

- Request travel approval and authorize payment of registration fee of \$595.00 to attend the 2024 NDAA Summer Summit in Boise, Idaho, July 15-16, 2024; possible action

2:40 Anna Takes the Shield (Dubray), Commission Chairwoman-

- Employee appreciation awards; possible action

2:35 Approve Bills

2:40 Public Comment

2:45 Executive Session, SDCL 1-25-2 (1) Personnel; Executive Session, 1-25-2 (3) Legal

Adjourn

The below Conference Call information is assigned for Commissioner use when unable to attend in person and pre-arranged agenda items where the presenter is unavailable in person.

Conference Call information (if applicable): 1 (848) 777-1212; Conference ID# - 65268689

Agendas are set 24 hours prior to a meeting, any items added at the meeting will be heard for informational purposes only, if any items require action, such action will be deferred to the next meeting.

Oglala Lakota County fully subscribes to the Americans with Disabilities Act. If you desire to attend this public meeting and need accommodations, please notify the Auditor's office, (605) 745-5130, 24 hours prior to the meeting so that appropriate services and auxiliary aids are available.

OGLALA LAKOTA COUNTY UNAPPROVED REGULAR MEETING MINUTES, DECEMBER 13, 2023

The Oglala Lakota Board of County Commissioners met for a regular meeting December 13, 2023. Present: Allyssa Comer and Art Hopkins, with Ramon Bear Runner by telephone. Absent: Anna Takes the Shield (Dubray) and Wendell Yellow Bull.

The Pledge of Allegiance was given and the meeting was called to order at 1:16 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 Hopkins, seconded by Bear Runner, to approve the agenda as written.

Motion made by Hopkins, seconded by Bear Runner, to approve the meeting minutes of November 8, 2023.

Motion made by Bear Runner, seconded by Hopkins, to approve the Auditor's Account with the Treasurer for October and November, 2023 as follows:

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 October 2023.

Total Amount of Deposit in First Interstate Bank, HS:	\$	876,593.62
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Total Amount of Cash:	\$	614.30
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Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	230.50
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FIRST INTERSTATE SAVINGS

First Interstate, HS:	\$	2,646,153.43
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CERTIFICATES OF DEPOSIT:

Schwab 2 year	\$	16,235.84
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Schwab 2 year	\$	2,077,687.50
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Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Election Petty Cash:	\$	15.00
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RETURNED CHECKS:

Deaton, Tyler	\$	110.10
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Hernandez, Robert & Claudette	\$	220.20
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TOTAL \$ 5,617,860.49

Dated This 31st Day of October 2023.

/S/ Sue Ganje

Sue Ganje, County
Auditor of Oglala
Lakota County

/S/ Teresa Pullen

Teresa Pullen, County
Treasurer
of Oglala Lakota County

County Monies	\$ 5,459,685.65
Held for other Entities	\$ 79,921.38
Held in Trust	\$ 78,253.46
TOTAL	\$ 5,617,860.49

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.

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 30th day of November 2023.

Total Amount of Deposit in First Interstate Bank, HS: \$ 687,195.02

Total Amount of Cash: \$ 1,491.06

**Total Amount of Checks in Treasurer's
Possession Not Exceeding Three Days:** \$ 2,342.00

FIRST INTERSTATE SAVINGS

First Interstate, HS: \$ 2,787,696.73

CERTIFICATES OF DEPOSIT:

Schwab 2 year	\$ 16,242.03
Schwab 2 year	\$ 2,086,875.00

**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 \$ 5,581,966.94

Dated This 30th Day of November 2023.

/S/ Sue Ganje

Sue Ganje, County
Auditor of Oglala
Lakota County

/S/ Teresa Pullen

Teresa Pullen, County
Treasurer
of Oglala Lakota County

County Monies	\$ 5,460,753.92
Held for other Entities	\$ 43,149.99
Held in Trust	\$ 78,063.03
TOTAL	\$ 5,581,966.94

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 Bear Runner, seconded by Hopkins, to set a Supplement and Contingency Hearing for December 28, 2023, at 1:30 p.m.

Motion made by Bear Runner, seconded by Hopkins, to move the travel approval for State's Attorney Russell to the next meeting on December 28, 2023, when he will be in attendance.

Wendell Yellow Bull entered the meeting by telephone at 1:28 p.m.

Motion made by Bear Runner, seconded by Yellow Bull, to approve the Prisoner Housing Contract with Pennington County and authorize Vice-Chairwoman Comer to sign.

Motion made by Yellow Bull, seconded by Bear Runner, to approve removal of deceased individuals with County liens, 2nd batch as follows:

Hunter, Lance	11/24/2022	\$40.00
Total		\$40.00

Lynx Bettelyoun, Highway Superintendent, met with the Board to present a fuel transfer, 2 private road maintenance contracts, his monthly report and updates.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the Sheriff Department fuel transfer to reimburse the Highway Department of 65 gallons at \$3.33/gallon equaling \$217.449.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the Private Road Maintenance Contract with Dena Lone Hill in the amount of \$85.00.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the Private Road Maintenance Contract with Aimee Pond in the amount of \$130.00.

Motion made by Yellow Bull, seconded by Hopkins, to accept the Highway Department's monthly report.

Yellow Bull asked Bettelyoun to bring a map of the area around the current Highway Department shop building for reviewing to the meeting on December 28, 2023.

Jerlene Arredondo, Veteran Service Officer, met with the Board to present updates and the VSO monthly report.

Motion made by Yellow Bull, seconded by Bear Runner, to approve moving the VSO Office back to the Homeless shelter in Pine Ridge.

The Supplement and Contingency Hearing was held at 1:30 p.m.

Motion made by Yellow Bull, seconded by Hopkins to approve the Oglala Lakota County Resolution #2023-9 as follows:

**OGLALA LAKOTA COUNTY RESOLUTION #2023-9
Supplemental Budget 2023, #1**

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to expenditures and revenues for December 13, 2023 Budget be approved as follows: General Fund: Commissioners 10100X422011, \$13,519.60 Fiscal Audit; Commissioners 10100X4270111, \$6,914.54 Travel; Elections 10100X4251120, \$2,521.27 HAVA equipment maintenance for 2023 and 2024; GIS 10100X4250170, \$393.75 New map for Website; IT 10100X4260171, \$2,300.00 Contracts for TTech and Software Services; Sheriff 10100X4110211, \$12,394.50 Salaries; Sheriff 10100X4346211, \$7,587.45 Deputy Accessories; Sheriff 10100X4340211, \$1,059.78 Equipment; County Jail 10100X4261212, \$12,452.36 Prisoners Board; Mental Illness Board 10100X4221445, \$4,531.70 Mental Illness Board; Weed Control 10100X4210615, \$170.00 Insurance; HAVA Reimbursement 10100R3310120, \$26,265.20 HAVA; LATCF Grant 10100R3310990, \$50,000.00 Grant; Postage 10100R3410140, \$3,390.10 Postage; Redeposit Prior Year 10100R3660000, \$7,002.91 Outstanding Checks; FEMA 20100R3310200, \$8,512.55 Grant; STP 20100R3340200, \$6,523.29 Surface Transportation; State FEMA 10100R3340100, \$1,100.21 Grant; Interest 10100R3610100, \$102,059.53 Interest on Schwab Means of finance to be cash and cash for revenues received, and

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt a Supplemental Budget #1.

Dated at Oglala Lakota County, South Dakota this 13th day of December 2023.

/S/ Allyssa Comer

Allyssa Comer, Vice-Chairwoman

Oglala Lakota County Board of Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Fall River County Auditor's Office

Motion made by Yellow Bull, seconded by Hopkins, to accept the Veteran Service Officer's monthly report.

Motion to move \$100,000.00 from General Fund Cash to General Fund Restricted was withdrawn by Yellow Bull.

Motion made by Hopkins, seconded by Yellow Bull, to move the motion to move \$100,000.00 from General Fund Cash cash to General Fund Restricted to the next meeting on December 28, 2023 where the purpose of the designation can be discussed.

Bear Runner asked to be excused from the meeting at 2:48 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to accept Vanessa Plume, County Sheriff's resignation, effective December 15, 2023.

Motion made by Yellow Bull, seconded by Hopkins, to have an emergency meeting on Friday, December 15, 2023 at 1:00 p.m. to appoint a temporary Sheriff.

Motion made by Yellow Bull, seconded by Hopkins, to accept the Sheriff's verbal report including one arrest in the last month.

No action was taken regarding the letter from Akicita Lakota Veterans offering office space in Pine Ridge for the County VSO.

No action was taken regarding all County employees getting permission from the Board prior to applying for or requesting funds from any outside sources with Yellow Bull stating that it is covered in the County Policy.

Motion made by Yellow Bull, seconded by Hopkins, to wait until the next meeting on December 28, 2023 to discuss changing the day of the week for the meeting when State's Attorney Russell will be available.

Motion made by Hopkins, seconded by Yellow Bull, to not have a Holiday appreciation dinner for County employees.

Motion made by Yellow Bull, seconded by Hopkins, to move the Treasurer's discussion regarding properties in Batesland and the letter from the DANR to the next meeting on December 28, 2023.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Intergovernmental Contract and Coverage Document for the SDML Worker's Compensation Fund and authorize Vice-Chairwoman Comer to sign.

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

GENERAL FUND		
ARREDONDO, JERLENE	MEETING MILEAGE	\$72.42
AT&T MOBILITY	WIRELESS PHONE SHERI	\$95.85
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$40.89
CENTURY BUSINESS	COPIER LEASE/METER	\$170.15
CORRECT RX PHARMACY, INC	INMATE MEDICAL	\$14.35
DELTA DENTAL OF SD	DENTAL PLAN	\$114.50
TAKES THE SHIELD, ANNA	MILEAGE SPECIAL MEET	\$51.00
FALL RIVER CO. SHERIFF	INMATE HOUSING	\$1,425.00
FALL RIVER CO. TREASURER	COUNTY REIMBURSEMENT	\$267,717.34
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$7,140.59
GOLDEN WEST	LOCAL PHONE/EMAIL/IN	\$190.00
HOPKINS, ARTHUR L	MEETING MILEAGE	\$108.12
LAKOTA TIMES	PUBLICATION	\$310.56
LINCOLN COUNTY AUDITOR	MI/QMHP	\$53.50
MASTEL, BRUCE	WEB HOST/UPDATE/SERV	\$35.00
MASTERCARD	COUNTY CREDIT CARD	\$1,021.16
NDAA	'24 SUMMER SUMMIT ST	\$595.00
QUADIENT FINANCE USA, INC	POSTAGE	\$604.99
PENNINGTON COUNTY JAIL	INMATE HOUSING	\$570.00
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$39.00
SD DEPT OF HEALTH	BLD DRW LAB ANALYSIS	\$140.00
SDML WORKER'S COMP. FUND	WORKERS COMPENSATION	\$2,597.82

OL COUNTY TREASURER	SALES TAX	\$1.34
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$1,390.26
SD STATE'S ATTORNEY ASSOC	2024 SD STATES ATTOR	\$437.09
THOMSON REUTERS - WEST	SUBSCRIPTION	\$155.40
CARLSON, ANGELA	LIEN REFUND/OVER PAY	\$426.82
COMER, ALLYSSA	MEETING MILEAGE	\$97.92
COMMISSION SALARIES	NOVEMBER 2023	\$1,400.00
STATE'S ATTORNEY SALARIES	NOVEMBER 2023	\$500.00
VET SERVICE OFFICER SALARY	NOVEMBER 2023	\$3,189.33
SHERIFF SALARIES	NOVEMBER 2023	\$5,922.12
	TOTAL FOR GENERAL FUND	\$296,687.52
COUNTY ROAD & BRIDGE		
AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$94.43
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$22.92
BOMGAARS SUPPLY	SUPPLY	\$364.96
BUTLER MACHINERY CO.	EQUIP/REPAIR	\$1,363.98
CULLIGAN	UTILITY	\$13.00
DELTA DENTAL OF SD	DENTAL PLAN	\$274.70
FALL RIVER CO. TREASURER	COUNTY REIMBURSEMENT	\$1,200.00
BUCHE HARDWARE & LUMBER	SUPPLIES	\$247.56
GREAT PLAINS COMMUNICATIO	LOCAL PHONE & INTERN	\$221.98
HUSKER AUTO PARTS	SUPPLY/INVENTORY	\$106.45
LACREEK ELECTRIC ASSOC	UTILITY/ELECTRIC	\$357.86
MARTIN AUTO PARTS	PARTS/SUPPLY	\$435.50
MASTERCARD	COUNTY CREDIT CARD	\$49.99
MCI COMM SERVICE	LONG DISTANCE	\$54.39
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$140.75
SDML WORKER'S COMP. FUND	WORKERS COMPENSATION	\$7,942.18
OL COUNTY TREASURER	SALES TAX	\$6.00
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$2,269.88
WESTCO	FUEL/UTILITES	\$1,586.65
CRBR ADMIN HOURS	NOVEMBER 2023	\$18,915.73
	TOTAL FOR COUNTY ROAD & BRIDGE	\$35,668.91
M & P RELIEF		
FALL RIVER CO. TREASURER	COUNTY REIMBURSEMENT	\$3,254.86
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$75.00
	TOTAL FOR M & P RELIEF	\$3,329.86
	TOTAL BILLS PAID BETWEEN 11/09 THROUGH 12/13/2024	\$335,686.29

Motion made by Hopkins, seconded by Yellow Bull, to adjourn at 3:05 p.m.

/S/ Allyssa Comer
Allyssa Comer, Vice-Chairwoman
Board of Oglala Lakota County Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Oglala Lakota
County Auditor

OGLALA LAKOTA COUNTY SPECIAL MEETING, DECEMBER 15, 2023

The Oglala Lakota Board of County Commissioner met for a Special meeting December 15, 2023. Present via telephone: Anna Takes the Shield (Dubray) Allyssa Comer, Art Hopkins and Sue Ganje, Auditor. Absent: Wendell Yellow Bull and Ramon Bear Runner.

The meeting was called to order at 1:03 p.m. by Chairwoman Takes the Shield (Dubray). The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

Wendell Yellow Bull entered the meeting at 1:06 p.m.

The agenda was amended by Yellow Bull to include discussion and possible action regarding providing Oglala Lakota County employees with \$1,000.00 bonus prior to Christmas.

Motion made by Yellow Bull, seconded by Hopkins, to approve temporary appointment of Derek Puckett to the Sheriff position, effective immediately, until December 28, 2023 at a pay of \$1,562.86.

Motion made by Yellow Bull, seconded by Hopkins, to approve providing the Oglala Lakota County employees with a \$1,000.00 bonus. The following offer was also made to the contracted FR County administrative employees: if the Fall River Commission approves a bonus to FRC employees, Oglala Lakota County will reimburse 50% of the bonus to the contract employees. Bonus to be paid prior to Christmas.

Motion made by Yellow Bull, seconded by Comer, to adjourn at 1:18 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

Oglala Lakota - Fall River County Contract - 2024

THIS CONTRACT is made and to become effective the 1st day of January, 2024, 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," and 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 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 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 2020 census determined that Oglala Lakota had approximately 13,672 residents and that Fall River had approximately 6,973 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 14,309 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 14,309 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.

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, 2024, shall pay for the officers listed below to Fall River County 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>2024 AMOUNT</u>
Auditor	\$22,188.72
State's Attorney	\$30,326.52
Deputy State's Attorney	\$10,000.00
Register of Deeds	\$22,188.72
Treasurer	\$22,188.72

Oglala Lakota shall, at the regular monthly commission meeting of each month beginning January 1, 2024, for the year 2024, 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>2024 AMOUNT</u>
Auditor	\$52,617.11
State's Attorney	\$13,158.57
Register of Deeds	\$31,880.92
Treasurer	\$69,328.43
Director of Equalization	\$48,282.44
Data Processing	\$15,550.00
Commissioners, Postage Meter	\$2,000.00
Emergency Management	\$3,765.00
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 \$0.51 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.

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. 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 extraordinary 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, 2024, until December 31, 2024, 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. In the event of a dispute between Fall River County and Oglala Lakota County, the County found to be at fault shall reimburse any County official and/or 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.

20.

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.

21.

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

22.

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.

23.

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

24.

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.

25.

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 _____, 2023.

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

DATED this _____ day of _____, 2023.

Chairman, Board of County Commissioners
Oglala Lakota County, South Dakota, a political
subdivision of the State of South Dakota

DATED this _____ day of _____, 2023.

SUE GANJE
Auditor of Fall River County, South Dakota

DATED this _____ day of _____, 2023.

LANCE RUSSELL
State's Attorney of Fall River County,
South Dakota

DATED this _____ day of _____, 2023.

TERESA PULLEN
Treasurer of Fall River County, South Dakota

DATED this _____ day of _____, 2023.

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

Date received by Auditor _____

Oglala Lakota County HWY Department

Ph: 605 288-1866

Fax: 605 288-1867

X Name: Velma Kierbeck
(Print)

Date: 12-18-2023

ITEM	COST PER HOUR	HOURS	TOTAL
Motor Grader	\$85.00	2	170.00
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 170.00

X Signature: Velma Kierbeck

Super Indendent
Signature

James Butte



Auditor Office <aud@frcounty.org>

OL Commission meeting

1 message

Teresa Pullen <Teresa.Pullen@frcounty.org>
To: Bobbie Janis <auditor.assistant@olcounty.org>

Tue, Dec 19, 2023 at 12:30 PM

Will you put me on the 28th meeting if possible to ask them to split the JD Powers bill (same as I am asking Fall River)

Teresa Pullen
Treasurer for Fall River & Oglala Lakota County
906 N River St.
Hot Springs SD 57747
Phone: 605-745-5145

Fax: 605-745-3530



Auditor Office <aud@frcounty.org>

Fwd: 12/21 FR Commissioner Annual Meeting Request

1 message

Bobbie Janis <auditor.assistant@olcounty.org>

Tue, Dec 5, 2023 at 10:49 AM

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

FYI

Bobbie J Janis

Auditor Administrative Assistant

FALL RIVER & OGLALA LAKOTA COUNTIES

906 N River Street

Hot Springs, SD 57747

(605) 745-5130

----- Forwarded message -----

From: Teresa Pullen <Teresa.Pullen@frcounty.org>

Date: Tue, Dec 5, 2023 at 10:41 AM

Subject: 12/21 FR Commissioner Annual Meeting Request

To: Bobbie Janis <auditor.assistant@olcounty.org>

Please put me on the 12/21 FR commissioner meeting to request approval for:

~~\$425.00~~ *\$ 212.50*

Annual JD Power connect subscription

~~1 alternate every year~~ *1/2* between Oglala and Fall River

Teresa Pullen

Treasurer for Fall River & Oglala Lakota County

906 N River St.

Hot Springs SD 57747

Phone: 605-745-5145

Fax: 605-745-3530



Auditor Office <aud@frcounty.org>

Fw: Letter of Intent

1 message

Ganje, Sue <Sue.Ganje@state.sd.us>
To: Auditor Office <agenda@olcounty.org>

Tue, Dec 26, 2023 at 8:28 AM

Please make copies for the OL meeting

Sue Ganje

County Auditor

Fall River/Oglala Lakota County

605-745-5130

From: Oglala Lakota Sheriff Office <olcso@olcounty.net>
Sent: Sunday, December 24, 2023 9:28 AM
To: Ganje, Sue <Sue.Ganje@state.sd.us>
Subject: [EXT] Letter of Intent

Hello Commission,

My name is Derek Puckett and I am interested in the position of Sheriff for the year 2024.

I have 13 years law enforcement experience. I graduated South Dakota State Police Academy in April 2010. I then attended the Federal Law Enforcement Training Center where I attended the bridge course for my Indian police academy certification. During the course of my law enforcement I attended multiple trainings and workshops to help further my career.

In 2012 I got the police K9 program back up and running within OST DPS. I attended several police K9 trainings in my career as I had 3 police k9s. I've attended Vohne Liche Kennels in Indiana, Iron Heart Kennel in Kansas and South Dakota Highway Patrol Police Service dog training program in Rapid City.

In 2016 I was sworn in and deputized with the Federal Bureau of Investigation's Badlands Safety Trails Task Force where I stayed until I left public safety in October of 2022.

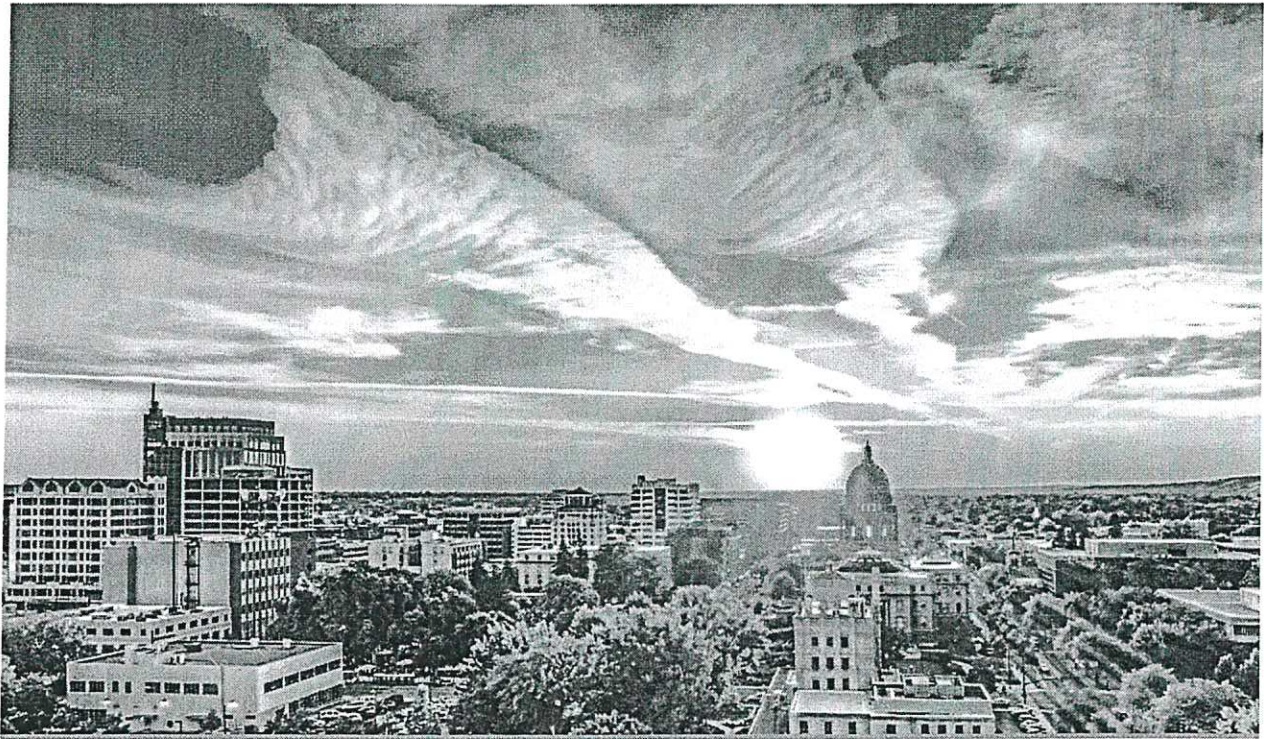
In 2019, I had the opportunity to attend the Federal Law Enforcement Training Center in Brunswick Georgia for the Department of Interiors Basic Criminal Investigation training course.

In February of 2020 I was promoted from K9 officer to a criminal investigator within OST DPS. My main priority at that time was drug investigations but would help with general crimes when needed.

During my time as an investigator I worked and networked with various different agencies outside of the reservation. I've worked with Rapid City PD, South Dakota Division of Criminal Investigation, Pennington County, South Dakota Highway Patrol, Nebraska State Patrol, Sheridan County Sheriff's Office, as well as other federal investigation units such as Homeland Security, Drug Enforcement Agency, Alcohol Tobacco and Firearms and Bureau of Indian Affairs Law Enforcement Services, Division of Drug Enforcement and MMIU.

I believe that I would be a good candidate based on my background and relationship to other law enforcement entities.

Thank you for your time.



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2024 NDAA Summer Summit – The Prosecutor’s Blueprint to Safeguard Victims and Elevate their Voices through Enhanced Prosecution, Protection and Prevention Strategies

📅 July 15-16, 2024

Boise, Idaho

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The 2024 NDAA Summer Summit is dedicated to exploring “The Prosecutor’s Blueprint to Safeguard Victims and Elevate Their Voices through Enhanced Prosecution, Protection, and Prevention Strategies.” Together, we will develop actionable strategies that ensure victims are at the heart of every legal process. Join us in shaping a justice system that safeguards victims, amplifies their voices, and prevents future victimization.

Special Thanks to Our Platinum Sponsor:



Special Thanks to Our Gold & Silver Sponsors:

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> Conference Location

✓ Registration Fees

2024 Summer Summit Early Bird Rate

Member and Non-Member Rate will increase after January 1, 2024

Member

\$595

Non-Member

\$740

Registration fees must be paid in full prior to the first day of the Summit. You will not be admitted if you have an outstanding balance.

Payments may be made by check, money order or credit card.

Make check(s) payable to NDAA, please list your invoice number on the memo line and send the payment to:

National District Attorneys Association
PO Box 1449
Maryland Heights, MO 63043-0149

For efficient processing, checks are sent to a bank lockbox.

****To obtain an invoice, please register for the course and select "check/money order" on the payment screen.**

For more information on NDAA's policies and procedures, including our Code of Conduct, please visit our [Policies](#) page.

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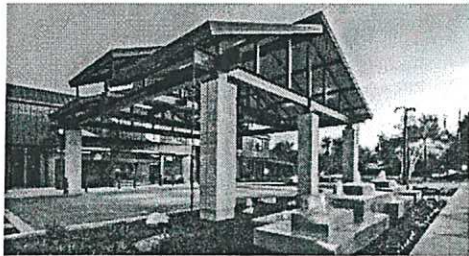
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vidanyx

✓ Conference Location



The Riverside Hotel
2900 Chinden Boulevard
Boise, Idaho 83714
208-343-1871

The Riverside Hotel is in the business district of Boise and on the waterfront. Boise Towne Square Mall and The Village at Meridian are worth checking out if shopping is on the agenda, while those wishing to experience the area's popular attractions can visit Expo Idaho and Roaring Springs Waterpark. Looking to enjoy an event or a game? See what's going on at Albertsons Stadium or ExtraMile Arena.

Hotel Rates

\$225- Single/Double - plus tax

Room rate includes:

- Complimentary parking
- Complimentary high-speed Internet in guest rooms and meeting rooms
- Complimentary fitness center

Rooms will be guaranteed by the guests' major credit card or first night's deposit. The deposit becomes non-refundable or the credit card will be charged if the guest does not arrive or cancels after 6:00pm local time on the date of arrival. **Note:** that the room block cutoff date is Friday, June 21, 2024.

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