

OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF NOVEMBER 13, 2025

The Oglala Lakota Board of County Commissioners met in regular session at the Fall River County Courthouse, 3rd floor meeting room on November 13, 2025. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull, and Sue Ganje, Auditor. Anna Takes the Shield (Dubray) was present via telephone. Ramon Bear Runner was absent.

The meeting was called to order at 1:06 p.m. by 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 with the amendment to include discussion of the next meeting date.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Commission meeting minutes of October 23, 2025.

Motion made by Hopkins, seconded by Yellow Bull to pledge one-third of the cost of the change of venue for the Uranium Chord Hearing to be in Hot Springs. Estimated amount for the county to be in the amount of \$1,956.67.

Motion made by Yellow Bull, seconded by Hopkins, to set the year end meeting to be on December 30th, 2025 at 1:30 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to set the next meeting date to November 26th, 2025, at 1:00 p.m. rather than on November 27th (Thanksgiving).

The Highway report was reviewed by Commissioners as the Highway Superintendent was attending the SD for the Safety Benefits Training in Pierre.

Discussion was held on creating a Foreman position in the Highway Department. Motion made by Yellow Bull, seconded by Hopkins to create the position, requiring 15 years' experience for the for a Highway Foreman position.

Bear Runner joined via phone at 1:26 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to include a 90-day probation and to increase the starting wage for Highway Foreman by \$1.00 per hour.

Motion made by Yellow Bull, seconded by Takes the Shield, to approve fuel reimbursements from the Sheriff to the Highway Department for the Sheriff in the amount of \$69.65 and for the Deputy Sheriff in the amount of \$270.62

Sue Ganje, County Auditor, met with the Board and discussed Private Road work verbiage from "petition" to "Contract" A revised Mill Levy Resolution for taxes payable in 2026 was reviewed and signed by the commissioners.

Motion made by Yellow Bull, seconded by Hopkins, to table changing the verbiage from petition to contract on Highway Private Road work.

A discussion was held regarding potential employee appreciation pay.

Motion made by Takes the Shield, seconded by Bear Runner, to approve employee appreciation pay prior to Thanksgiving for November and prior to Christmas in December, 2025, in the amount of \$250.00 for Oglala Lakota employees.

Motion was amended by Takes the Shield, seconded by Bear Runner, to pay all employees of Oglala Lakota County \$500.00 in November and December and to also pay Fall River County contracted employees plus GIS and Emergency Management the amount of \$250.00 in November and December 2025.

Yellow Bull wanted to make it clear that this extra amount of money is strictly based on appreciating the employees that do services for Oglala Lakota County.

Teresa Pullen, County Treasurer, met with the Board to discuss updates on investments in Schwab and the cleanup of tax deeds. Pullen will bring updates regarding the investments to the next meeting.

Bear Runner left meeting at 1:57p.m.

At this time, a power outage caused the telephone systems to go down.

Takes the Shield called Comer and updated the Board on the Uranium Chord Project. She spoke with Taylor from NDN Collective on costs to move the Hearings to the City of Hot Springs plans on fund-raising to cover the portion that they were being asked to pledge. The fund raisers will be going on in the next couple weeks. Takes the Shield also asked for an itemized list of expenses from the state if the hearing is held in Hot Springs.

Motion made by Yellow Bull, seconded by Takes the Shield, to move a motion to pledge 1/3 of the cost of moving the Uranium Chord Project to a future meeting after there has been a determination of a final cost.

Motion made by Yellow Bull, seconded by Hopkins, to pay the following bills:

GENERAL FUND		
AMERICINN FORT PIERRE	LODGING FOR ELECTION	\$314.00
ARREDONDO, JERLENE	TRAVEL TO/FROM RC DELIVERY	\$109.48
AT&T MOBILITY	WIRELESS PHONE SERVICE	\$202.02
CENTURY BUSINESS	COPIER/PRINTER LEASE	\$347.65
CUNY, SCOTT	REFUND FOR 24, PAY 2	\$1,575.94
FALL RIVER CO. TREASURER	ADOBE SUBSCR RENEWAL	\$119.94
FALL RIVER HEALTH SERVICE	INMATE MEDICAL	\$349.87

HOPKINS, ARTHUR L	ADVANCED TRAVEL TO STOMP	\$286.00
HOPKINS, ARTHUR L	MILEAGE TO/FROM MTG	\$148.40
LINCOLN FINANCIAL GROUP	LIFE 10290443 DENT	\$150.09
LAKOTA TIMES	PUBLICATION	\$152.64
LYNN'S DAKOTA MART	COMMISSION MEETING SNACKS	\$43.80
MASTEL, BRUCE	MONTHLY HOST DATABASE	\$35.00
QUADIENT FINANCE USA, INC	POSTAGE FEES 09/10-1	\$685.27
PAYLOCITY	PAYROLL SERVICE & FEES	\$468.01
PENNINGTON COUNTY JAIL	INMATE HOUSING OCTOBER	\$210.00
QUALITY INN PIERRE	LODGING FOR STOMP CO	\$448.00
SDML WORKER'S COMP. FUND	2026 WORKERS COMP	\$4,026.83
SD DEPT OF REVENUE	OCTOBER 2025 REMITTANCE	\$1,380.03
THOMSON REUTERS - WEST	ONLINE LAW SOFTWARE	\$171.33
YELLOW BULL, WENDELL	ADVANCED TRAVEL TO STOMP	\$329.40
YELLOW BULL, WENDELL	MILEAGE TO/FROM MTG	\$91.00
BETTEL YOUN, ARROW	PER DIEM FOR ELECTION TRAIN	\$80.00
COMER, ALLYSSA	ADVANCED TRAVEL STOMP	\$314.00
COMER, ALLYSSA	MILEAGE TO/FROM MTG	\$134.40
COMMISSION	WAGES & BENEFITS	\$3,572.45
ST ATTY	WAGES & BENEFITS	\$568.26
VET'S	WAGES & BENEFITS	\$1,816.01
SHERIFF	WAGES & BENEFITS	\$6,249.54
	TOTAL FOR GENERAL FUND	\$24,379.36
COUNTY ROAD & BRIDGE FUND		
AT&T MOBILITY	WIRELESS PHONE SERVICE	\$94.99
BLACK HILLS TRUCK	VOID ALREADY PAID	-\$246.09
BOMGAARS SUPPLY	TOOLS/SUPPLIES	\$458.93
\$49.99 INV 88681697 RE-TRACTABLE RACH, \$94.99 " " TOOL BOX, \$8.99 INV 88681568 WRENCH ORGANIZER, \$9.99 " " MAGNET TRAY, \$19.99 " " SOCKET BOSS, \$189.99 " " TOOL BOX PACKOUT, \$84.99 " " TOOL BOX		
BUTLER MACHINERY CO.	EQUIPMENT/REPAIR/PARTS	\$5,178.19

\$6.08 INV 06WO0224674 SEAL X 4, \$5.60 " " SEAL O RING X 4, \$765.87 " " ROD AS, \$114.08 " " KIT-SEAL-H.C, \$45.72 " " PAINT-YELLOW X8, \$10.00 " " LABOR, \$110.09 " " REMOVE & INSTALL SIDESHIFT, \$880.00 " " LABOR, \$2.74 " " SEAL X 2, \$2.80 " " SEAL O RING, \$38.94 " " COUPLING AS X 2, \$456.88 " " COUPLING AS X 2, \$49.30 " " HOSE BK X 170, -\$394.48INV 06CS0070216 CORE CREDIT, -\$423.49 " " CORE CREDIT, \$7.14 INV 06PS0718979 GASKET X 2, \$1,004.40 " " CORE A OIL X 2, \$394.48 " " CORE CHARGE, \$7.74 INV 06PS0719553 RING X 3, \$8.72 " " SEAL O RING X 2, \$5.06 " " GASKET X 2, \$1,078.21 " " CORE A OIL, \$423.49 " " CORE CHARGE, \$107.82 " " INBOUND FREIGHT, \$21.00 " " OUTBOUND FREIGHT, \$50.00,INV 06WO0224674 LABOR		
CULLIGAN	DRINKING WATER	\$13.90
DIAMOND MOWERS	VOID ALREADY PAID	-\$378.42
BUCHE HARDWARE & LUMBER	TOOLS/SUPPLIES	\$74.95
\$6.99 INV 248321/1 CYLINDER PROPANE, \$27.99 " " CORD RANGE 6' GR, \$23.99 " " ELECTRICAL PIN-TYPE PLUG, \$7.99 " " COARSE WIRE CUP BRUSH 2", \$7.99 " " FINE WIRE WHEEL 2-1/2"		
LINCOLN FINANCIAL GROUP	LIFE 10290443 DENT	\$250.15
LACREEK ELECTRIC ASSOC	ELECTRICITY	\$324.55
W.D. LARSON COMPANIES	VOID/ALREADY PAID	-\$149.96
MARTIN AUTO PARTS	SUPPLIES	\$140.56
\$24.99 INV 202060741 1/2 DR QUICK REL, \$3.33 " " 1/2 DR 6 PT STANDARD, \$12.06 " " PERMATHEX HEAVY DUTY, \$30.86 " " 21 TRICO FORCE BEAM X 2, \$45.87 " " 1/2 DR EXTENDABLE, \$10.87 " " FAT BROWN STRING, \$27.20 " " SBB 72 CT SCRUBS, \$10.88 " " BOLT, -\$16.50CREDIT ON ACCT 20200508		
MENARDS	SUPPLIES/TOOLS	\$842.44
\$359.84 INV 83177 96" T8T12 LED 4CT X8, \$25.49 " " CHARMIN TP 24 CT, \$20.20 " " TOOLBOX 6 PK BLUE TOWELSX2, \$31.43 " " HIGH TEMP RED GREASE X 7, \$19.96 " " BLASTER PENETRANT X 4, \$3.97 " " COMB WRN STD 7/15, \$6.99 " " 10 PC MET COLOR SOCKET SET, \$29.98 " " RATCH QR EXTEND 3/8 DR, \$6.99 " " 10 PC MET COLOR SOCKET SET, \$7.96 " " CHARMIN FLUSHABLE WIPES, \$14.98 " " 100 CT YELLOW WINGNUT, \$22.99 " " DR TOOL ACCESSORY 10 P, \$12.99 " " 6 PC SCREWDRIVER SET, \$47.48 INV 82281 BND CHAIN G70 YEL, \$16.99 " " 6'X8' MESH TARP, \$23.94 " " GATORADE 8 PK X 3, \$119.90 " " 96" 110 T12 42PK HO, \$9.99 " " 1/2" ROPE KIT, \$12.49 " " 1/2-5/8" STOVE GASKET KIT, \$23.94 " " GATORADE 8 PK X 3, \$23.94 " " GATORADE 8 PK X 3		
MIDWAY SERVICE/VOLLAN OIL	VOID/ALREADY PAID	-\$21,057.05
SDML WORKER'S COMP. FUND	2026 WORKERS COMP	\$7,262.17

CUNY, SCOTT	REFUND FOR 24, PAY 25	\$29.75
CRBR ADMIN	WAGES & BENEFITS	\$17,813.11
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$10,652.17
	TOTAL FOR BILLS PAID BETWEEN 10/24 AAND 11/13/2024	\$35,031.53

There were no public comments and no Executive Session.

Motion made by Yellow Bull, seconded by Takes the Shield, to adjourn the meeting at 2:29 p.m.

/s/Allyssa Comer

Allyssa Comer, Chairwoman
Board of Oglala Lakota County Commissioners

ATTEST:

/s/Sue Ganje

Sue Ganje

Oglala Lakota County Auditor

Office of the Oglala Lakota County Auditor

Sue Ganje, Auditor

Stacy Schmidt, Deputy Auditor

906 North River Street

Hot Springs SD 57747

Phone 605-745-5130 email: sue.ganje@state.sd.us

DATE: November 21, 2025

TO: Oglala Lakota County Board of Commissioners

From: Stacy Schmidt, Deputy Auditor

Auditor's Account of the Treasurer

Per SDCL 7-10-3 Monthly verification of treasurer's accounts - Report to county commissioners

To the Oglala Lakota Board of Commissioners; I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer as of October 31, 2025

Total Balances of Checking/Savings Accounts	2,100,648.96
Total Outstanding Deposits	16,834.92
Schwab Treasury	3,132,502.14
NSF Checks:	
Deaton, Tyler	110.10
Total Treasurer's Change Fund	15.00
TOTAL	5,250,111.12

Audited By: Stacy Schmidt

Oglala Lakota Co Auditors Office

Training Request

1 message

Oglala Lakota Sheriff Office <olcso@olcounty.net>
To: Auditor Office <agenda@olcounty.org>

Wed, Nov 19, 2025 at 12:45 PM

Greetings, see attached forms for approval of the commissioners.

Thank you

Oglala Lakota County Sheriff's Office
Sheriff Daylon Black Bull
W: (605)891-5819
Fax: (605)288-1867

2 attachments

MMIW Training Registration.jpg
361K



Training Request.rtf
851K



Oglala Lakota County Sheriff's Office

906 N. River Street
Hot Springs South Dakota 57747
Phone: 605-891-5819



To: Oglala Lakota County Commissioners

From: Sheriff Daylon Black Bull

Re: Training

Dear Commissioner,

I am requesting approval to have myself and the Deputy Sheriff attend a Missing and Murdered training in Rapid City, S.D. December 17-20th. The training is put on by Canksa Yuha. I am also requesting a travel room for myself. Attached is the training flyer and the training would cost \$1000.

Wopila,

Daylon Black Bull

Sheriff



**4-Day TRAINING EVENT DURING THE LAKOTA NATION
INVITATIONAL BASKETBALL TOURNAMENT IN RAPID CITY, SD.**

DECEMBER 17-20, 2025

COMFORT INN & SUITES, 1720 RAPP STREET RCSD

CANKSA YUHA TRAINING & CONSULTING PRESENTS:

"Sex Trafficking, Exploitation & MMIW Training"

Who Should Attend?

- Law Enforcement Admin, Personnel & Staff
- Correctional Admin, Supervisors
- Security Officers, Supervisors, Directors
- Advocates, Prosecutors, MMIW
- School Personnel & Staff, Tribal Workers
- Anyone interested in these topics!!!!

GUEST SPEAKERS

- **Derrick Hurley** – Father, survivor advocate, and author of *Antiguan Justice: A Father's Fight*, sharing his journey through resilience, justice, and the fight for his family.
- **James Smith-Williams**- Former NFL defensive end for the Washington Commanders and cofounder of the STE Champions Program. Honored with the Champions of Justice Award by the DC Volunteer Lawyers Project for his work in prevention and empowerment.
- **Brenda Tracy**- Rape survivor and national advocate. Brenda's powerful story, including her experience with Michigan State University and former coach Mel Tucker, has been a catalyst for change. She is a recipient of the 2016 Special Courage Award and the National Crime Victims' Service Award.
- **Kathy Wilson**- Dynamic motivational speaker and trainer known for inspiring transformation, leadership, and personal growth.

REGISTRATION FEE:
⇒ \$500.00
⇒ MAKE CHECKS PAYABLE TO
CANKSA Yuha Training &
Consulting

To Register:

Call John 605-454-2473
Dan 605-454-4092
For Registration Form Email
canksayuha@outlook.com

Trainers are Federal Law Enforcement Training Center &
National Native American Law Enforcement Association
Approved



Auditor Office <aud@frcounty.org>

Body Armor request

1 message

Oglala Lakota Sheriff Office <olcso@olcounty.net>
To: Auditor Office <agenda@olcounty.org>

Wed, Nov 19, 2025 at 12:48 PM

Greetings, attached is a request for body armor purchase.

Thank you

Oglala Lakota County Sheriff's Office
Sheriff Daylon Black Bull
W: (605)891-5819
Fax: (605)288-1867

2 attachments



Angel Body Armor Quote.pdf
25K



Request for Angel body armor.rtf
849K



ANGEL ARMOR™

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

JC - Jesse Claeys
(712) 898-9858

Customer Quote

Quote #	QUO85507
Quote Date	11/19/2025
Expires:	12/19/2025

Bill To

Oglala Lakota County Sheriffs Office
906 N. River St
Hot Springs SD 57747
United States

Ship To

Oglala Lakota County Sheriffs Office
906 N. River St
Hot Springs SD 57747
United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00254-01-LB	RISE, Uniform Carrier 2.0, Black, Load Bearing, Premium IIIA *Any vest size XXL or over is subject to an additional \$50 size surcharge	2	1,038.00	2,076.00
01-00670	Truth SNAP, Plate Bundle, 308 Premium + 855, AAP301.1, 10x12", SC, III	2	750.00	1,500.00
01-00573	Truth SNAP, 308 Premium, AAP301.1, 10x12", SC, III	2	550.00	1,100.00

Subtotal	4,676.00
Shipping Cost (UPS® Ground)	49.00
Total	\$4,725.00

Accounts Payable

Email: _____

Phone Number: _____

I authorize the purchase above and acknowledge that I have read and accepted the Angel Armor, LLC Terms and Conditions of Sale and the Angel Armor, LLC Product Sample Disclaimer located at angelarmor.com/terms-and-conditions/

Signature: _____ Date: _____



Auditor Office <aud@frcounty.org>

OL Agenda

1 message

Teresa Pullen <Teresa.Pullen@frcounty.org>

Fri, Nov 21, 2025 at 9:46 AM

To: Arrow Bettelyoun <election@olcounty.org>

Please put me on the OL agenda to request payment plan for Michelle Means and Wayne Cortier.
Parcel # 26000-03842-30220 Treaty Total Immersion

Teresa Pullen

Treasurer for Fall River & Oglala Lakota County

906 N River St.

Hot Springs SD 57747

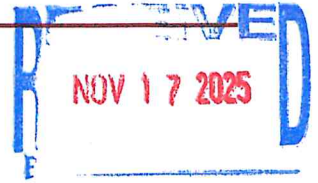
Phone: 605-745-5145

Fax: 605-745-3530

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South Dakota Department of Veterans Affairs



November 14, 2025

Dear County Auditor,

With the end of the year rapidly approaching, we would like to bring to your attention the matter of the state reimbursement for salary paid to your County Veterans Service Officer (CVSO).

SDCL 33A-1-30 and 33A-1-31 establish a reimbursement program for the Department to provide financial assistance for counties and tribes in paying a portion of the salaries of their CVSO's.

To reimburse you for CY 2025, we need a copy of the payroll ledger or individual earnings record for your veterans' service officer covering the period from January 1, 2025, through December 31, 2025. This document must be CERTIFIED by you, the County Auditor, as a true and factual statement of salary payments.

For future reimbursements starting in CY2026, your CVSO will be required to attend the SDDVA Annual Benefit School, one of SDDVA's mini conferences, host or participate in at least one veteran outreach event each quarter, and a new CVSO will participate in those mentioned above, as well as attend SDDVA's new VSO training program. Participation in these training opportunities ensures that your CVSO stays up to date with the ever-changing federal rules and regulations.

A signed copy of the agreement and the minutes of the commission meeting at which the agreement was adopted must be forwarded to SDDVA by February 1, 2026, to receive 2026 reimbursement.

The salary schedule and reimbursement rates are as follows:

County Population by 2020 Census	Minimum Salary Required	Reimbursement Rate
50,000 and over	\$20,625.00	\$5,156.25
20,000 – 50,000	\$19,250.00	\$4,812.50
10,000 – 20,000	\$16,500.00	\$4,125.00
5,000 – 10,000	\$12,375.00	\$3,093.75
Up to 5,000	\$8,250.00	\$2,062.50

REQUEST FOR STATE AID FOR SALARY OF
COUNTY VETERANS SERVICE OFFICER

_____ County will participate under SDCL 33A-1-31 'State aid for salaries of County Veterans Service Officers (CVSO) – maximum reimbursement' for the period January 1, 2026, to December 31, 2026, and continued each year thereafter, unless terminated by either the County or State. Based on the 2020 census, which sets our county's population at _____. The annual salary paid for employment of a CVSO will not be less than \$ _____.

Upon compliance with 33A-1-26, 33A-1-31, and 33A-1-32, and committing our CVSO to attend: the SDDVA Annual Benefit School, one of SDDVA's mini conferences, host at least one veteran outreach event each quarter, and a new CVSO will participate in those mentioned above, as well as SDDVA's new VSO training program.

We request reimbursement as stated in SDCL 33A-1-32 at the end of the calendar year in which the expense occurs.

The action of the Board of County Commissioners stating their approval of this participation is carried in the minutes of the Commission meeting held on _____.
(date)

Note: A certified copy of the commission minutes must be enclosed with this application.

(Date:)

County Commission Chairman

.....
The Department of Veterans Affairs adheres to the reimbursement of salaries for CVSO as prescribed under SDCL 33A-1-32. Subject to legislative appropriation, salary reimbursement as outlined in statute will be made following the end of the calendar year in which the expense occurs, providing the county is in compliance with SDCL 33A-1-32 and with the required training of CVSO.

(DATE:)

SDDVA Secretary

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT ___ OCTOBER 2025 ___

OFFICE VISITS APPOINTMENTS ___ 6 ___ WALK-INS 28 PHONE ___ 5 TOTAL ___ 39 ___

DEATHS TRIBAL MEMBERS ___ 1 ___ NON-TRIBAL MEMBERS ___

VETERANS ADMINISTRATION

NEW CLAIMS ___ 2 ___ (PERSON ___ 2 ___ PHONE ___)

EXISTING CLAIMS ___ 12 ___ (PERSON 10 ___ PHONE ___ 2 ___)

NEW MEDICAL ENROLLMENT ___ 2 ___

DD214 REQUESTS ___ 5 ___ (OFFICE ___ 5 ___ OTHER ___)

HOME LOAN ___ VA STATE HOME ___ 1 ___ OTHER ___ 4 ___

SD STATE BENEFITS

VETERANS/ACTIVE DUTY BONUS ___

BURIAL BENEFITS ___ 2 ___ EDUCATION ___ 1 ___ HEADSTONE/SET UP ___

RECORDS/OTHER ___ 3 ___ STATE PARKS ___

HUNTING/FISHING LICENSES ___ LICENSE PLATES ___

DRIVERS LICENSE ___

TRIBAL

TRIBAL VETERANS FLAG ___ MEETINGS ___ OTHER ___

PUBLIC OUTREACH

SOCIAL MEDIA ___ RADIO STATION ___ OTHER ___

OTHER ___

VSO NAME ___ Jerlene Arredondo ___

4. Signature Block

- a. Make sure we have the proper Names and Titles of those authorized to sign the MOU.

To help you, here is some verbiage you can use at your commission meeting to help explain the MOU. As there is no obligation of money from the entity most often it is placed on the Consent calendar.

Purpose of the MOU:

This Memorandum of Understanding (MOU) between DSU-SecureSD and ENTITY (City or County) is to protect and enhance the cybersecurity posture of your entity (city or county) through the SecureSD program. The SecureSD initiative was established during the 2024 South Dakota Legislative Session. Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota.

Having the MOU in place opens the relationship and the funding capabilities between the entity and the SecureSD program. These MOU's have been created to be the same for each city, county, and municipality we work with. It demonstrates transparency, awareness, and acknowledges the relationship as SecureSD will be communicating with the entity to provide cybersecurity services and solutions the entity has requested assistance with. This MOU must also be in place for any funding if your entity would need the purchase of technology (hardware, software, or services) that can protect our citizens' data contained within the local governments. This includes a long list of possibilities including mitigation or fixing of any vulnerabilities or issues found during assessments, secured email solution, review of firewall configurations, cybersecurity training/education, new security devices if/when phasing out legacy software and network systems.

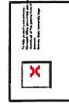
Final recap: The SecureSD program is designed to support each city, county, and municipality by providing technical assistance to reduce cybersecurity risks by performing assessments, offering a government level secure email system, delivering training and awareness programs for staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools.

We appreciate your interest in improving cybersecurity for your entity.

We also ask you to please respond to this email so we know you've received it and the MOU information is correct.

Thanks,

Abigail (and Mike)



Abigail Bushee

MEMORANDUM OF UNDERSTANDING
Between
DAKOTA STATE UNIVERSITY
and
Oglala Lakota County

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Dakota State University, Madison, South Dakota (“DSU”) and Oglala Lakota County (“COUNTY”), a political subdivision of the State of South Dakota, on this 24th day of November 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General (“OAG”) for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs (“MadLabs”), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota’s counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, COUNTY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and COUNTY to protect and enhance the cybersecurity posture of South Dakota’s counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools through a secure email system.

2. FUNDING

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The COUNTY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to COUNTY under this MOU.
- B. Nothing in the MOU may be construed as, or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. DSU RESPONSIBILITIES

- A. Implementation of SecureSD
 - 1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 - 2. Engage with managed service providers (“MSPs”) to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU’s recommendation.
 - 3. Deploy technical resources to support and enhance cybersecurity defenses.
 - 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.
- B. Compliance and Reporting
 - 1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
 - 2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. RESPONSIBILITIES OF COUNTY

- A. COUNTY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.
- B. Engagement and Participation
 - 1. Actively participate in SecureSD initiatives, including mitigation activities and training.

2. Designate a single point of contact for communication between COUNTY, DSU, and the OAG.
- C. Implementation, Maintenance, and Ownership
 1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and COUNTY.
 2. Provide reasonable cyber and physical access to city/county/municipality facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
 3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
 4. COUNTY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the county/municipality and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the COUNTY.

5. **MISCELLANEOUS PROVISIONS**

- A. Confidentiality
 1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information (“PII”) housed on or accessible through the COUNTY systems is deemed “Confidential Information” and may not be shared among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.
 2. DSU will limit access to COUNTY cybersecurity data to authorized personnel only.
- B. Effective Period, Modification, and Termination
 1. Effective Period of MOU: This MOU shall become effective upon the date last signed below. This MOU shall remain in effect until 6/30/28 unless sooner terminated pursuant to the terms set forth herein.

2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon by the parties, so long as such date does not exceed the date of termination of this MOU.

C. Notices

1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD: Dakota State University
 917 N Washington Ave
 Madison, SD 57042
 Name: Mike Waldner
 Title: Director of SecureSD
 Email: mike.waldner@dsu.edu

For County: Oglala Lakota County
 906 N River St
 Hot Springs, SD 57747
 Name: Sue Ganje
 Title: Auditor
 Email: sue.ganje@state.sd.us

2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.

D. Joint Powers

This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.

E. Governing Law and Venue

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

F. **Limitation Of Liability**

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

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

DAKOTA STATE UNIVERSITY

By: _____

Ashley Podhradsky

VP Research and Economic Development

Date: _____

DSU Director of SecureSD _____ (Initial) Date: _____

DSU VP for Businesses & Admin Services _____ (Initial) Date: _____

DSU Director of Budget & Grants/Contracts _____ (Initial) Date: _____

Oglala Lakota County

By: _____

Allyssa Comer, Chairwoman

Date: _____

ATTEST:

By: _____

Sue Ganje, Auditor

Date: _____

OGLALA LAKOTA COUNTY COMMISSION
RESOLUTION NUMBER _____

A RESOLUTION, In support of revoking the Medals of Honor given to the United States soldiers who participated in the Wounded Knee Massacre of 1890.

WHEREAS, the United States' highest honor for valor is the Medal of Honor, and Congress established that, in order to obtain the Medal of Honor, the deed of the person must be so outstanding that it clearly distinguishes the soldier's gallantry beyond the call of duty from lesser forms of bravery; and

WHEREAS, allowing honor to the Seventh Cavalry for acts in the Wounded Knee Massacre dishonors the Medal of Honor and is an implication of hostility and genocide against the Great Sioux Nation and the persons who were killed by the United States at Wounded Knee; and

WHEREAS, Chief Big Foot and his band were impeded by Major Whiteside on the Pine Ridge Indian Reservation at Porcupine Butte, where surrender took place unconditionally under a white flag of truce, causing Chief Big Foot and his band to be led to Wounded Knee Creek, where Colonel James W. Forsyth assumed command; and

WHEREAS, the Seventh Cavalry stripped the Lakotas of all belongings and disarmed them of weapons of any kind; a shot was then heard, and the calvary opened fire indiscriminately while discharging Hotchkiss cannons, resulting in the killing and wounding of no less than three hundred unarmed men, women, children, and elderly Lakotas; and

WHEREAS, the Seventh Cavalry was recognized to have killed a sizeable number of women and children by Major General Nelson Miles who said, "[w]holesale massacre occurred and I have never heard of a more brutal, cold-blooded massacre than that at Wounded Knee;" and

WHEREAS, Lakota Holy Man, Black Elk, described Wounded Knee as follows, "I did not know then how much was ended. When I look back now from this high hill of my old age, I can still see the butchered women and children lying heaped and scattered all along the crooked gulch as plain as when I saw them with eyes still young. And I can see that something else died there in the bloody mud and was buried in the blizzard. A people's dream died there. It was a beautiful dream. And I, to whom so great a vision was given in my

youth, you see now a pitiful old man who has done nothing, for the nation's hoop is broken and scattered. There is no center any longer, and the sacred tree is dead;" and

WHEREAS, Medal of Honor recipients are under an obligation, through their actions, to exemplify courage to those who are serving in the Armed Forces and to those who are planning to serve; and

WHEREAS, to date, the Medal of Honor has been bestowed only three thousand five hundred twenty-two times, including one hundred twenty-six instances for World War I, one hundred forty-five instances for the Korean War, twenty-three instances throughout the Global War on Terror, and twenty times for the Wounded Knee Massacre; and

WHEREAS, no action has been taken at the federal level to correct this injustice.

NOW, THEREFORE, BE IT RESOLVED, by the Oglala Lakota County Commission, that the Commission hereby requests that efforts be made to investigate each Medal of Honor awarded to the United States Army members who acted at Wounded Knee Creek, Pine Ridge Agency, South Dakota on December 29, 1890; and

BE IT FURTHER RESOLVED, that the Oglala Lakota County Commission requests support in this effort from Senators John Thune and Mike Rounds and Representative Dusty Johnson, with support from President Trump, the Commander in Chief, to do so; and

BE IT FURTHER RESOLVED, that it is requested that upon congressional passage the name of each person awarded the Medal of Honor for the acts noted above be removed from the Medal of Honor Roll enabled under section 1134a of title 10 of the United States Code.

Dated this 26th day of November, 2025, at Hot Springs, Fall River County, South Dakota.

Allyssa Comer, Chairwoman

ATTEST:

Sue Ganje, Auditor