

**OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF NOVEMBER 26, 2025**

The Oglala Lakota Board of County Commissioners met in regular session at the Fall River County Courthouse, 3<sup>rd</sup> floor meeting room on November 26, 2025. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull, and Sue Ganje, Auditor. Anna Takes the Shield (Dubray) and Ramon Bear Runner were absent.

The meeting was called to order at 1:07 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 as written.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Commission meeting minutes of November 13, 2025.

Motion made by Yellow Bull, seconded by Hopkins, to approve the October 2025 Auditors Account with the Treasurer as follows:

**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
<b>TOTAL</b>	<b>5,250,111.12</b>

Audited By: Stacy Schmidt

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### **Oglala Lakota Co Auditors Office**

Motion made by Yellow Bull, seconded by Hopkins, to set hearing for contingency transfers and cash supplements for 2:00 p.m. on December 11<sup>th</sup>, 2025.

Motion made by Yellow Bull, seconded by Hopkins, to amend the motion to change the pay date to the 19<sup>th</sup> of December 2025, instead of December 30<sup>th</sup>, 2025, to pay the employee appreciation bonus before Christmas.

Lynx Bettelyoun, Highway Superintendent, along with "Butch" Divan, met with the Board to talk about a possible land sale of 12 acres from Divan. Discussion was held on the existing building on the proposed property (50'x 100'), and the need for Divan to build a new replacement building on his own property, which would be included in the sale price. There is electricity to the property line. Divan also asked to store his existing equipment in the existing building until spring. The board inquired about additional acres. Divan invited the Commissioners to come out and look at the property.

Daylon Black Bull, County Sheriff, met with the Board, reporting on calls of service, arrests and a possible contract between Oglala Lakota Sheriff and Fall River County for housing prisoners. Black Bull will meet with the OST Chief of Police on certain reports. Cattle theft of 43 missing cattle was noted, which has been turned over to the DCI and SD Brand Investigator. The Board also spoke on a request for daily activity reports, mileage and fuel costs. The proposed MOU

with the OST is not progressing, and the need for Bullet proof vests.

Motion made by Yellow Bull, seconded by Comer, to approve travel for Black Bull to attend the Canksa Yuha Training for Sex Trafficking, Exploiting and MMIW Conference in Rapid City, SD on December 17<sup>th</sup>-20<sup>th</sup> 2025, to include per diem and lodging along with the cost of \$500.00 for registration.

Motion made by Yellow Bull, seconded by Hopkins, to approve the quote for the purchase of equipment from Angel Body Armor in the amount of \$4,725.00, upon receipt of the Law Enforcement Inventory and upon contract with Fall River County Sheriff.

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

Motion made by Yellow Bull, seconded by Hopkins, to move the report by Teresa Pullen, Treasurer, to the next meeting.

VSO Jerlene Arredondo was unable to attend but will be at the next meeting.

Motion made by Yellow Bull, seconded by Hopkins, to accept VSO report.

Motion made by Yellow Bull, seconded by Hopkins, to audit the Sheriff Deputy's fuel reimbursements.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Request for State Aid for Salary of County Veterans Service Officer State Aid to assist with the VSO salary, and authorize the Chairwoman to sign.

Motion made by Hopkins, seconded by Yellow Bull, to have the VSO supply candy bags for veterans, details yet to be determined.

Sue Ganje, County Auditor, met with the Board.

Motion made by Yellow Bull, seconded by Hopkins, to accept the MOU agreement with DSU and the County for Cyber Security through the SecureSD program, and authorize the auditor to sign.

Motion made by Yellow Bull, seconded by Hopkins, to amend the previous motion on travel to include Commissioner Hopkins to attend the Missing and Murdered Conference in Rapid City, SD on December 17<sup>th</sup>-20<sup>th</sup> 2025, to include per diem and lodging along with the cost of \$500.00 for registration.

Lance Russell, States Attorney, Met with the Board.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Wounded Knee Massacre Resolution, authorize the Chairwoman sign it, and to be sent to President Trump, Senators Mike Rounds and Representative Dusty Johnson.

OGLALA LAKOTA COUNTY COMMISSION  
RESOLUTION NUMBER 09

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's 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 cavalry 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, "wholesale 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.

/s/ Allyssa Comer  
 Allyssa Comer, Chairwoman

ATTEST:

/s/ Sue Ganje  
 Sue Ganje, Auditor

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

<b>GENERAL FUND</b>		
AT&T MOBILITY	WIRELESS PHONE SERVICE	\$202.22
HOPKINS, ARTHUR L	MILEAGE TO/FROM COMM	\$148.40
JOHNSON, CAROL	COURT REPORTER SERVICE	\$25.50
LINCOLN FINANCIAL GROUP	LIFE 10290443 DENT INSURANCE	\$150.09
LAKOTA TIMES	PUBLICATIONS COSTS	\$126.00
LYNN'S DAKOTA MART	COMMISSION MTG SNACK	\$26.96
\$1.69 CHED CHEESE, \$8.99 VEG TRAY, \$9.99 TACO DIP, \$6.29 SMORES COOKIES		
MASTERCARD	CREDIT CARD PURCHASE	\$227.26
\$45.18 BOOK BOUND DEP SLIPS/TREAS, \$81.50 HANG FILE FOLDER FRAMES/AUD, \$32.57 FUEL-TRAVEL PIERRE TRAIN/AUD, \$12.00 CAR WASH/SHERIFF		
PAYLOCITY	PAYROLL SERVICE & FEES	\$468.01
SOFTWARE SERVICES	SOFTWARE ASSISTANCE	\$125.00
YELLOW BULL, WENDELL	MILEAGE TO/FROM COMM	\$91.00
BETTELYOUN, ARROW	TRAV PER DIEM/TRAIN	\$54.00
COMER, ALLYSSA	MILEAGE TO/FROM COMM	\$134.40
COMMISSION	WAGES & BENEFITS	\$5,918.94
ST ATTY	WAGES & BENEFITS	\$1,136.50



VET'S	WAGES & BENEFITS	\$2,384.26
SHERIFF	WAGES & BENEFITS	\$7,290.65
	<b>TOTAL FOR GENERAL FUND</b>	<b>\$18,509.19</b>
<b>COUNTY HIGHWAY ROAD &amp; BRIDGE</b>		
AT&T MOBILITY	WIRELESS PHONE SERV	\$94.99
BOMGAARS SUPPLY	SUPPLIES	\$164.22
\$31.99 INV 49754949 TRASH BAG CONTRACT, \$34.99 " " FLEX SHAFT, \$1.84 " " BULK BOLTS, \$.99 " " UTILITY BOX COVER, \$.99 " " UTILITY BOX COVER, \$1.79 " " HANDY BOX, \$1.79 " " HANDY BOX, \$1.58 " " DUPLEX RECEPTACLE, \$9.29 " " BATTERY, \$64.99 " " BUILDING WIRE, \$13.98 " " PVC CONDUIT		
BUCHE HARDWARE & LUMBER	PARTS/SUPPLIES	\$63.63
\$35.96 INV 249161/1 X-TRA GREASE 14.5, \$6.59 " " ORANGE PAINT MARKER, \$6.59 " " YELLOW PAINT MARKER, \$14.49 " " HP OIL 2.6 OZ 6 PK		
GREAT PLAINS COMMUNICATIO	TELEPHONE SERVICES	\$222.86
LINCOLN FINANCIAL GROUP	LIFE 10290443 DENT INSURANCE	\$250.15
MARTIN AUTO PARTS	PARTS/SUPPLIES	\$300.28
\$247.50 INV 202062667 55/1 DEF BLADES, \$10.46 " " COMP QL1362-8R, \$7.03 " " COMP QL1362-4R, \$8.09 " " COMP QL1362-6R, \$27.20 " " SB 72 CT SCRUBS		
MASTERCARD	CREDIT CARD PURCHASE	\$282.64
\$1.99 PUWELL CLOUD TECH UNL/HWY, \$79.65 DEWALT DRILL/HWY, \$125.49 PRINTER INK/HWY, \$75.00 SAFETY BENEFITS REGIST/HWY		
MCI COMM SERVICE	LONG DISTANCE PHONE	\$55.89
CRBR ADMIN	WAGES & BENEFITS	\$18,962.36
	<b>TOTAL FOR COUNTY HIGHWAY ROAD &amp; BRIDGE</b>	<b>\$20,397.02</b>
	<b>TOTAL FOR BILLS PAID BETWEEN 11/14 AND 11/26/2025</b>	<b>\$38,906.21</b>

There were no public comments and no Executive Session.

Motion made by Yellow Bull, seconded by Hopkins, to adjourn the meeting at 3:51 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: December 11, 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 November 30, 2025

Total Balances of Checking/Savings Accounts	2,012,180.22
Total Outstanding Deposits	790.17
Schwab Treasury	3,132,944.29
NSF Checks:	
Deaton, Tyler	110.10
Total Treasurer's Change Fund	15.00
<b>TOTAL</b>	<b>5,146,039.78</b>

Audited By: Stacy Schmidt

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**Oglala Lakota Co Auditors Office**

OGLALA LAKOTA COUNTY  
HWY-DEPT REPORT

DATE: 10-21-25 - 12-8-25

DATE	EQUIPMENT	WORK PERFORMED	PERSON MAKING REPAIR
10-22-25	Fordoi	Chained oil	LYNX
10-29-25	LD03	Replaced oil & Trans Cooler	LYNX, Kelly
10-28-25	BLO7	Chained cutting edges	SAM
11-4-25	Pete	Fixed Leaf Spring Bracket	LYNX, Kelly
11-6-25	BLO7	Chained cutting edges	LYNX, Kelly, SAM
11-24-25	BLO7	Chained cutting edges Fixed Front Fender	LYNX, Kelly, SAM
11-24-25	Pete	Fixed Air Line	Kelly
12-3-25	BLO5	Chained cutting edges	Doreen, Kelly, SAM



OG LALA LAKOTA COUNTY  
HWY-DEPT REPORT

10-21-25 - 12-8-25

[illegible]

OGLALA LAKOTA COUNTY  
HWY-DEPT REPORT

10-21-25 - 12-8-25

Blading Roads

DATE	ROAD #	DRIVER(S)
10-21-25	16A, 2, 13	Sam
10-22-25	17	Kelly, Sam
10-23-25	17	Kelly, Sam, Lynx
10-27-25	11, 2	Sam
10-28-25	7	Sam
10-29-25	4, 7, 16	Sam, Kelly
10-30-25	11, 7	Sam
11-3-25	6, 27, 7	Sam
11-4-25	16	Sam
11-5-25	8, 116	Lynx, Sam
11-11-25	5, 7, 2	Lynx, Sam
11-12-25	16	Sam
11-17-25	16A, 2	Doreen, Kelly, Sam
11-18-25	16	Doreen, Kelly, Sam
11-19-25	2, 7	SAM

OGLALA LAKOTA COUNTY  
HWY-DEPT REPORT

10-21-25-12-8-25

Blading Roads


DATE	ROAD #r	DRIVER(S)
11-20-25	7, 2	Sam
11-25-25	5, 11	Lynx, Kelly
12-1-25	16A, 2	Doreen, Kelly, SAM
12-2-25	7, 2, 16	Doreen, SAM, Kelly
12-4-25	16	Doreen, Kelly
Mowing Roads		
10-22-25	16A, 16	Doreen
10-23-25	16	Doreen
10-25-25	16, 2, 4	Doreen
10-27-25	4, 11	Doreen
10-28-25	9, 11	Doreen
10-29-25	11, 2	Doreen
10-30-25	2, 13	Doreen
11-6-25	16A, 26	Doreen

Vollan Del

DEC 25

2<sup>nd</sup>

2,300 <sup>\$3.97</sup>  
#1 dy/d



12-2-25

WESTCO

1st

DECEMBER 25

2.300 3.749  
#1 dyed

Kyle Hooper 12/1/2025



**Dakota Line Sales LLC DBA The  
Container Pros**

9610 51st Ave SE  
Ashley, ND 58413  
7015351611  
www.thecontainerpros.com

Estimate 1136



ADDRESS	SHIP TO	DATE	TOTAL
Lynx Bettelyoun	Lynx Bettelyoun	12/11/2025	\$6,375.00
Oglala Lakota County Highway	Oglala Lakota County Highway		
Department	Department		
PO Box 208	PO Box 208		
Batesland, SD 57716	Batesland, SD 57716		

DATE	DESCRIPTION	QTY	RATE	AMOUNT
40' New HQ	40' New (one-trip) HQ Container, Direct Delivered Container# TBD Tag# TBD	1	6,375.00	6,375.00T
SUBTOTAL				6,375.00
TAX				0.00
TOTAL				\$6,375.00

THANK YOU.

Accepted By

Accepted Date

## OGLALA LAKOTA COUNTY GIS USER AGREEMENT

**WHEREAS**, the User has requested that Oglala Lakota County supply the User with digital data;

**WHEREAS**, Oglala Lakota County is agreeable to copying the digital data at an agreed cost to the User, provided that the User complies with the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the User and Oglala Lakota County agree as follows:

1. The User's name, address and telephone number are as follows: \_\_\_\_\_  
Adam Bradshaw, RPRA  
1 Denver Federal Center, Bldg 46, Ste 102  
Lakewood, CO 80225
2. Oglala Lakota County agrees to copy and deliver to the User digital data as requested.
3. The digital data to be provided is specifically described as follows: \_\_\_\_\_  
GIS PARCEL LAYER AND DATABASE / SPREADSHEET  
(WHATEVER FORMAT IS FINE) FOR LAST 4 years of Sales.
4. User shall pay to Oglala Lakota County the sum of \$ 85 prior to any digital data being provided to User.
5. Oglala Lakota County hereby disclaims any and all liability or responsibility for damage, injury, loss, claim or lawsuit arising from any error, inaccuracy or other problem with either the digital data provided to the User in any medium or format. The User hereby releases Oglala Lakota County, its officers, agents and all employees and volunteers from all liability, damages, claims, injuries or suits arising from such error, inaccuracy or problem. Furthermore, the User agrees to indemnify and hold harmless Oglala Lakota County and its officers, agents and all employees and volunteers, from any and all claims, liability, damages, injuries and suits arising from use of the digital data, provided to the User in any medium or format, by the User, its employees or assignees, or by any third parties.
6. Oglala Lakota County reserves the right to deny access to certain coverages.

7. The digital data provided hereunder, in any medium or format, is provided "as is" and Oglala Lakota County expressly disclaims all warranties, UCC and otherwise, express or implied, including warranties as to the accuracy of the digital data and the merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential or special damages arising out of or in connection with the use or performance of the digital data as provided in any medium or format.
8. User specifically acknowledges this disclaimer of warranty and expressly waives all warranties, express or implied, and waives any right of claim for damages incidental, consequential or special, arising out of or in connection with the use or performance of the digital data as provided in any medium or format.
9. The digital data provided by Oglala Lakota County shall remain the property of Oglala Lakota County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide the digital data to others as it deems appropriate in its sole discretion.
10. The digital data provided by Oglala Lakota County are deemed and remain hereafter proprietary information of Oglala Lakota County, and shall not be provided, sold, disseminated or assigned to any other party, without the prior written consent of Oglala Lakota County.
11. Time is the essence of this Agreement.
12. This Agreement and all of its terms and conditions shall be binding upon all successors in interest of the parties hereto.
13. All signed copies of this Agreement shall be construed the same as the original hereof.
14. 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 User's address listed above and to the Oglala Lakota County Auditor at 906 N. River St., Hot Springs, South Dakota, 57747.
15. In the event that either party determines that this Agreement has been or will be breached, then and in that event, said party shall send written notice to the offending party, stating the grounds, facts and circumstances that it believes led to the breach of this Agreement.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Chairperson  
Oglala Lakota County Commissioners

STATE OF SOUTH DAKOTA )  
 )  
COUNTY OF OGLALA LAKOTA )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, known to me to the Chairperson of the Board of Oglala Lakota County Commissioners and he/she that executed the within instrument and acknowledged to me that said Board approved the same.

Notary Public – South Dakota

My commission expires:  
(SEAL)

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The party receiving such notice of breach shall have thirty (30) days from the date that notice was delivered to them, as indicated on the return receipt, to correct said breach. If said breach is not corrected, then the non-offending party may terminate this Agreement and may seek the appropriate relief as provided by South Dakota Codified Law.

16. The parties agree that even if a party does not enforce the other parties' breach of a provision of this Agreement, the failure to do so shall not be deemed a waiver of that parties' 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 Agreement must be in writing and signed by the parties to be effective.
17. This Agreement shall be construed in accordance with the substantive laws of the State of South Dakota.
18. 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.
19. This Agreement may be modified only if said modification is in writing and signed by all the parties.
20. User agrees and hereby represents that in this Agreement, it was and is acting solely on its own, and acting through its own knowledge, and it is not in any manner relying upon any representation either from the Oglala Lakota County, its officials or any employee. This Agreement incorporates all the demands that User has made in regard to determining and fully settling all the terms and conditions herein. User hereby states and represents and warrants that it executes this Agreement of its own free will and based upon its own independent judgement.
21. The foregoing Agreement constitutes the entire Agreement between the parties and there is no other oral or collateral Agreement between the parties.
22. GIS data provided is not 'survey grade' and should not be considered a legal survey of the land. Location of property boundaries and existing thoroughfares are approximated.



DATED this 4 day of December, 2025

[Signature]

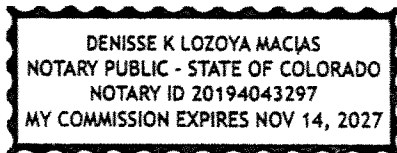
User,

Title of Person Signing Adam Bradshaw,  
RPRA

STATE OF Colorado )

COUNTY OF Jefferson )

On this 4 day of December, 2025 before me personally  
appeared Adam Bradshaw, known to me to be the  
Adam Bradshaw (title of person signing) for  
Department of Interior (name of company) and that he/she  
executed the within instrument and acknowledged to me that such company  
approved the same.



[Signature]  
Notary Public - Denisse K Lozoya Macias

My commission expires: 11/14/27  
(SEAL)

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## **CONTRACT FOR HOUSING OF INMATES & DETAINEES IN THE FALL RIVER COUNTY JAIL**

Comes now, the Fall River County Sheriff's Office (FRC SO), located at 906 N. River Street, Hot Springs, South Dakota and the Oglala Lakota County Sheriff's Office (OLCSO), agree as follows:

WHEREAS, FRC SO manages and operates the Fall River County Jail (FRC Jail) located at 906 N. River Street, Hot Springs, South Dakota used for housing of inmates and detainees and that OLCSO does not have adequate facilities for the housing of inmates and detainees, and

WHEREAS, FRC SO is willing to enter into an agreement with OLCSO for the housing of inmates and detainees from OLC under the terms and conditions set forth herein.

ACCORDINGLY, the parties stipulate and agree as follows:

- 1) OLCSO agrees to call FRC Jail at (605)745-5158 to obtain permission from FRC Jail staff **PRIOR TO** transporting inmates and detainees to the FRC Jail. FRC Jail staff reserves the right to refuse housing OLCSO inmates and detainees at any time as determined by FRC Jail staff. FRC Jail reserves the right to refuse housing of inmates or detainees whose blood alcohol content (BAC) is above .299. Additionally, FRC Jail reserves the right to refuse housing of violent offenders as determined by the FRC Jail staff.
- 2) After obtaining permission from FRC Jail to house an inmate or detainee, it is the sole responsibility of OLCSO to transport all inmates and detainees to the FRC Jail. FRC SO staff will not be responsible for transporting OLCSO inmates or booking OLCSO inmates into the FRC Jail.
- 3) OLCSO agrees to provide copies of the authority to the FRC Jail to hold an inmate or detainee. The authority to hold shall be either an Order of the Court, Warrant of Arrest and/or Complaint, Bench Warrant, Traffic Citation, or Sentence, together with the signature of the officer delivering said prisoner or detainee. **Specifically, OLCSO must provide charges, bond amount, and bond conditions if applicable to FRC Jail staff.** If any of these requirements are missing, the FRC Jail staff reserves the right to refuse housing of said inmate. Said copies of authority to hold an inmate or detainee is considered consent by OLCSO for FRC SO to bill OLCSO under the terms and conditions of this agreement.
- 4) FRC SO agrees to house and take care of inmates and detainees of OLCSO, provide food, clothing, bedding, shoes, hygiene necessities, and other items provided by FRC Jail on a daily basis. Supervision will be provided by FRC Jail staff. In return for said

services, OLC SO agrees to pay FRCSO \$110.00 per day for each standard inmate or detainee. **Inmates or detainees identified by FRC Jail staff as special management due to behavioral, medical, or mental health issues that utilize more than standard resources will not be booked into the FRC Jail. Any current OLC SO inmates already housed at the FRC Jail who are found to utilize more than standard resources will immediately be removed by OLC SO from the FRC Jail.** FRCSO will bill beginning the day of arrival through the day of departure.

- 5) FRCSO cannot accept any Federal inmates or detainees from OLC SO.
- 6) OLC SO herein agrees and understands that it is their responsibility to know when their inmates are required to be in court.
- 7) OCLSO herein agrees and understands that FRC Jail will, when necessary, provide extraordinary and emergency medical or dental care for inmates of OLC SO and that OLC SO will pay the entire expense associated with said extraordinary and emergency medical or dental care; including transportation to and from medical facilities, hospital expenses, drug expenses, doctor expenses, and any other necessary and proper expenses borne by FRCSO in connection with said care. The determination as to whether or not medical or dental care is an emergency will be left to the discretion of the FRCSO.
- 8) OLC SO herein agrees and understands that FRCSO will bill OLC SO on a monthly basis for housing and all associated medical costs.
- 9) OLC SO agrees to hold harmless and indemnify FRCSO, FRC Jail, and its officers, agents, and employees, from and against any and all claims, actions, suits, damages, liability, judgments or other proceedings, including attorney fees and court costs which may arise as a result of OLC SO inmates and detainees being housed in the FRC Jail and receiving medical or dental care and transportation, all as contemplated and authorized in this agreement.
- 10) The parties to this agreement herein fully agree and understand that FRCSO may cancel this agreement by giving thirty (30) days' written notice to OLC SO. Said notice shall be sent by certified or registered mail. OLC SO herein agrees and understands it shall have no claim or claims or any kind against FRC Jail or the FRCSO for cancellation of this agreement. OLC SO further agrees and understands that should FRC Jail wish to alter any terms and conditions of this agreement, including the cost of housing inmates, that said alterations or changes shall be provided in writing to the OLC SO and OLC SO herein agrees and understands that said alterations or changes shall commence and take full force and effect thirty (30) days after notice of the same is received by OLC SO. Additionally, the parties to this agreement specifically agree and understand that any and all changes in this agreement shall be made in writing.

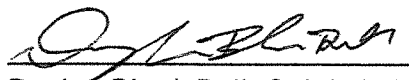
11) OLC SO hereby acknowledges that Fall River County is the owner of the FRC Jail and that the operation and management of said Jail is vested in the FRCSO. Any rights, terms, or conditions provided for in the FRC Jail as part of this agreement vests in, and is subject to, ultimate control of FRCSO.

12) Effective Date/Term of this Agreement is December 9, 2025 through December 9, 2026.

Dated this 9<sup>th</sup> day of December, 2025.

  
\_\_\_\_\_  
Lyle A. Norton, Fall River County Sheriff

Dated this 9<sup>th</sup> day of December, 2025.

  
\_\_\_\_\_  
Daylon Black Bull, Oglala Lakota County Sheriff



FYI

Auditor Office <aud@frcounty.org>

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**Re: Registration**

1 message

**Canksa' Yuha** <canksayuha@outlook.com>  
To: Bobbie Janis <billing@olcounty.org>

Wed, Dec 10, 2025 at 5:43 AM

Yes that will work for us we look forward to having their attendance  
Sent from John's iPhone

On Dec 9, 2025, at 3:55 PM, Bobbie Janis <billing@olcounty.org> wrote:

Please see attached.

Our Commissioners meet on Friday to approve bills. I believe that the registration fee won't make it to you before the training begins. One of the attendees will bring the payment to the registration. Let me know if that will not work, please.

*Bobbie Janis*

Oglala Lakota County

Auditor's Office

Admin. Assist./Accounts Payable

906 N. River Street

Hot Springs, SD 57747

(605) 745-5130

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