

Proposed Agenda
SOUTH DAKOTA ABSTRACTERS' BOARD OF EXAMINERS
Wednesday, February 4, 2026, 4:30 p.m. CST

Drifters Event Center, 325 Hustan Avenue, Fort Pierre, SD 57532
OR:

Microsoft Teams: [Join the meeting now](#)

Dial in by phone

Conference Call Number: +1 469.770.0416, Conference Code: 667566833#

- A. Call to Order
- B. Roll Call/Introductions
- C. Approval of the agenda
- D. Public Comment
- E. Approval of the Minutes from October 6, 2025
- F. FY Financial Update
- G. Plant Exams Update
- H. Legislative Updates-if any
- I. Schedule Next Meeting(s)
- J. Executive Session-Pursuant to SDCL 1-25-2(3)
 - a. Complaints/Investigations-if any
 - b. Executive Secretary Contract Renewal
- K. Executive Secretary Contract Renewal- Vote
- L. Other Business
- M. Adjourn

Meeting Minutes
SOUTH DAKOTA ABSTRACTERS BOARD OF EXAMINERS
Missouri River Plaza
Sharpe Conference Room
123 W. Missouri Ave.
Pierre, SD

October 6, 2025 – 2:00 p.m. CDT

President Roe called the meeting to order at 2:02 p.m. CDT

Members Present: Dan Roe, Greg Wick, Victoria Wilds, Michael Larson

Members Absent: Terra Larson

Others Present: Brooke Tellinghuisen Geddes, Executive Secretary; Katie Funke, Executive Assistant; Jennifer Doubleddee, Legal Counsel- Department of Labor and Regulation.

Wick, Roe, M. Larson (via video conference), and Wilds (via video conference) were in attendance. A quorum was present.

Approval of the Agenda: Wilds made a motion to approve the agenda as presented. Wick seconded the motion. **MOTION PASSED** by unanimous voice vote.

Public Comment: There was no public comment provided.

Approval of the Minutes from June 12, 2025: Wick made a motion to approve the minutes from June 12, 2025. M. Larson seconded the motion. **MOTION PASSED** by unanimous voice vote.

FY Financial Update: Tellinghuisen Geddes reported fiscal year-end figures as of June 30, 2025: revenue of \$65,516.68 expenditures of \$53,089.65 and cash on hand of \$380,854.03. The board discussed the cash balance.

Plant Exams Update: Tellinghuisen Geddes reported the only plant exam since the last board meeting was in McCook County. Currently, there are no pending plant exams.

Annual Review of Open Meeting Laws (SDCL 1-25-13): Doubleddee provided an overview of open meeting laws pursuant to SDCL 1-25-13. M. Larson made a motion to acknowledge the review was completed pursuant to SDCL 1-25-13. Wick seconded the motion. **MOTION PASSED** by unanimous voice vote.

Schedule Next Meeting: The next meeting is scheduled for Wednesday, February 4, 2026, in Pierre at Drifters Event Center at 4:00 p.m. CST or 4:30 p.m. CST, pending room confirmation. Testing is scheduled to take place on February 3, 2026, from 12:00 p.m. CST to 5:00 p.m. CST at the Department of Labor, pending room confirmation.

Executive Session: The board did not have a need to enter Executive Session.

Complaints/Investigations: None.

Other Business: None

Wilds made a motion to adjourn at 2:30 p.m. CDT. Wick seconded the motion. **MOTION PASSED** by unanimous voice vote.

Respectfully submitted,



Brooke Tellinghuisen Geddes
Executive Secretary
Abstracters Board of Examiners

DRAFT

STATE OF SOUTH DAKOTA
REVENUE SUMMARY BY BUDGET UNIT
FOR PERIOD ENDING: 11/30/2025

AGENCY 10 LABOR & REGULATION
BUDGET UNIT 1038 ABSTRACTERS BD OF EXAMINERS - INFO

CENTER	COMP	ACCOUNT	DESCRIPTION	CURRENT MONTH	YEAR-TO-DATE
COMPANY NO 6503					
COMPANY NAME PROFESSIONAL & LICENSING BOARDS					
1038000698	6503	4293920	NEW LICENSE FEES	.00	700.00
1038000698	6503	4293921	REEXAMINATION FEES	.00	75.00
1038000698	6503	4293922	EXAMINATION FEES	.00	300.00
1038000698	6503	4293923	RENEWAL FEES	.00	3,500.00
ACCT: 4293	BUSINESS & OCCUP LICENSING (NON-GOVERNMENTAL)			.00	4,575.00 *
ACCT: 42	LICENSES, PERMITS & FEES			.00	4,575.00 **
1038000698	6503	4539001	OTHER CHARGES	.00	476.54
ACCT: 4539	OTHER CHARGES (STATE INTRA-GOVERNMENT)			.00	476.54 *
1038000698	6503	4596001	EDUCATIONAL MATERIAL-NHA	100.00	1,200.00
ACCT: 4596				100.00	1,200.00 *
ACCT: 45	CHARGES FOR SALES & SERVICES			100.00	1,676.54 **
1038000698	6503	4920045	NONOPERATING REVENUES	.00	15,591.38
ACCT: 4920	NONOPERATING REVENUE			.00	15,591.38 *
ACCT: 49	OTHER REVENUE			.00	15,591.38 **
CNTR: 1038000698				100.00	21,842.92 ***
COMP: 6503				100.00	21,842.92 ****
B UNIT: 1038				100.00	21,842.92 *****

AGENCY	CENTER	COMP	ACCOUNT	DESCRIPTION	CURRENT MONTH	YEAR-TO-DATE
10				LABOR & REGULATION		
1038				ABSTRACTERS BD OF EXAMINERS - INFO		
CENTER-5				ABSTRACTERS BOARD OF EXAMINERS		
COMPANY NO	6503					
COMPANY NAME	PROFESSIONAL & LICENSING BOARDS					
1038000698	6503	51010100		F-T EMP SAL & WAGES	104.76	2,649.92
1038000698	6503	51010300		BOARD & COMM MERS FEES	.00	2,324.00
ACCT: 5101				EMPLOYEE SALARIES		*
1038000698	6503	51020100		OASI-EMPLOYER'S SHARE	104.76	4,973.92
1038000698	6503	51020200		RETIREMENT-ER SHARE	7.96	381.54
1038000698	6503	51020600		HEALTH/LIFE INS.-ER SHARE	6.26	158.96
1038000698	6503	51020800		WORKER'S COMPENSATION	14.98	376.67
1038000698	6503	51020900		UNEMPLOYMENT COMPENSATION	.18	4.12
					.05	1.16
ACCT: 5102				EMPLOYEE BENEFITS	29.43	*
ACCT: 51				PERSONAL SERVICES	134.19	**
1038000698	6503	52030300		AUTO-PRIV (IN-ST.) H/RTE	.00	1,448.40
1038000698	6503	52031400		TAXABLE MEALS/IN-STATE	.00	14.00
1038000698	6503	52031500		NON-TAXABLE MEALS/IN-ST	.00	194.00
ACCT: 5203				TRAVEL	.00	*
1038000698	6503	52040500		COMPUTER CONSULTANT	200.00	1,656.40
1038000698	6503	52040900		MANAGEMENT CONSULTANT	2,930.04	1,732.50
1038000698	6503	52042000		CENTRAL SERVICES	126.32	17,576.02
						973.71
ACCT: 5204				CONTRACTUAL SERVICES	3,256.36	*
1038000698	6503	5228000		OPER TRANS OUT -NON BUDGT	64.87	20,282.23
						264.48
ACCT: 5228				NONOP EXP/NONBGTD OP TR	64.87	*
ACCT: 52				OPERATING EXPENSES	3,321.23	**
COMP: 6503				PROFESSIONAL & LICENSING BOARDS	3,455.42	***
28,099.48						
CENTER: 1038000698					3,455.42	***
B UNIT: 1038					3,455.42	*****
					28,099.48	*****

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STATE OF SOUTH DAKOTA
CASH CENTER BALANCES
AS OF: 11/30/2025

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AGENCY: 10 LABOR & REGULATION
BUDGET UNIT: 1038 ABSTRACTERS BD OF EXAMINERS - INFO

COMPANY	CENTER	ACCOUNT	BALANCE	DR/CR	CENTER DESCRIPTION
6503	10380000698	11400000	374,597.47	DR	ABSTRACTERS BOARD OF EXAMINERS
COMPANY/SOURCE TOTAL 6503 698			374,597.47	DR *	
COMP/BUDG UNIT TOTAL 6503 1038			374,597.47	DR **	
BUDGET UNIT TOTAL 1038			374,597.47	DR ***	

AGREEMENT FOR EXECUTIVE SECRETARY SERVICES

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between the Department of Labor and Regulation, 123 W. Missouri Ave., Pierre, SD 57501 (hereinafter the "State"), and Professional Licensing, LLC, 810 North Main, #298, Spearfish, SD 57783 (hereinafter the "Contractor").

The State hereby enters into this Agreement for services with Contractor in consideration of and pursuant to the terms and conditions set forth herein.

Section I. Scope of Work

The Contractor under this Agreement will perform the following services:

- I. Provide leadership to the South Dakota Abstracters' Board of Examiners ("Board") to establish and enhance continuity of operations by:
 - a. Coordinating Board meetings and ensuring Board directives are carried out;
 - b. Establishing goals and priorities for the Board; and
 - c. Advising the Board of laws, rules, issues, investigations, and other items to keep the Board apprised and updated.
- II. Fulfill all administrative needs of the Board by:
 - a. Handling correspondence;
 - b. Maintaining files and databases; and
 - c. Responding to contacts by licensees or public.
- III. Serve as Board liaison to applicants, licensees, and professional associations, government entities, and the public.
- IV. Apply, implement, and administer federal and state statutes and administrative rules to ensure compliance. Implement any legal interpretations provided by board legal counsel.
- V. Draft proposed rules or changes in statutes, monitor the rules promulgation process, lobby legislators and testify before legislative committees to ensure necessary laws and rules are created, updated and remain current and consistent.
- VI. Oversee the following financial activities of the Board to ensure proper control over revenues and expenditures:
 - a. Monitor collection and deposits of revenues to the Board;
 - b. Approve vouchers for expenditures processed by the Department of Labor and Regulation, including board travel;
 - c. Draft preliminary annual budget proposals;
 - d. Maintain financial records and databases;
 - e. Prepare and submit statistical reports as directed by the Department of Labor and Regulation;
 - f. Work with the Department of Labor and Regulation to negotiate contracts for professional services needed by the Board outside the scope of expertise of the Contractor; and

- g. Utilize state protocols for purchases, reimbursements, travel requests, and other administrative procedures as directed by the Department of Labor and Regulation.
- VII. Evaluate and recommend technology such as website development, computerized records, e-commerce, national database, and licensee databases.
- VIII. Perform other work reasonably expected to be performed.
- IX. Contractor is free to dispose of time as determined fit during regular business hours not obligated to be devoted to the Board. Neither Contractor, nor any employee thereof, is considered under the provision of this Agreement, or otherwise, as having the status of an employee, or as being entitled to participation in any plans, arrangements or benefits of the Department of Labor and Regulation, the Board or State that are available to regular employees of the State, members or officers, unless expressly provided for by the terms of this Agreement.
- X. It is mutually agreed that Contractor is individually and primarily responsible for the performance of the obligations imposed by this Agreement; provided, however, that Contractor may employ other individuals to assist in the performance of this Agreement as deemed necessary.

Section II. Payment Provision

The State will make payment for services upon satisfactory completion of the services up to \$30,307.82.

The State will pay expenses for travel, lodging, meals, supplies, rent, utilities, telephone, copier lease, computer consulting, in-house postage, postage meter lease, and any other miscellaneous expenses necessary for board operations as a separate item. Expenses will be reimbursed at actual or state rates. The total amount of expenses will not exceed \$8,500.00.

The TOTAL CONTRACT AMOUNT will not exceed \$38,807.82. Payment will be made pursuant to signed, itemized invoices submitted to the State and subject to State payment clearance requirements.

Section III. Payments Include All Taxes

Payments made to the Contractor as specified herein are deemed to include all taxes of any description, federal, state, or municipal assessed against the Contractor by reason of this Agreement.

Section IV. Term of the Agreement

The Contractor's services under this Agreement commences on July 1, 2025 and ends on June 30, 2026, unless terminated sooner pursuant to the terms of this Agreement.

Section V. Independent Contractor Provision

While performing the services hereunder, the Contractor is an Independent Contractor, and not an officer, agent, or employee of the State of South Dakota. The Contractor will not use State equipment, supplies, or facilities.

Section VI. Hold Harmless and Indemnification Provision

The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

Section VII. Insurance Provisions

At all times during the term of this Agreement, the Contractor will maintain insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

Contractor will maintain occurrence-based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If the insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

C. Business Automobile Liability Insurance:

Contractor will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

D. Worker's Compensation Insurance:

Contractor will procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor will provide the State with properly executed Certificates of Insurance that clearly evidences all insurance required in this Agreement and further provide that all required insurance may not be canceled except on 30 days' prior written notice to the State. Contractor will furnish copies of insurance policies if requested by the State.

Section VIII. Termination Provision

This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for default is initiated by the State, any payments due to the Contractor at the time of the termination may be adjusted to cover any additional

costs to the State due to Contractor's default. Upon termination, the State may take over the work and may award another party an agreement to complete the work under this Agreement. If, after the State terminates for a default by Contractor, it is determined that Contractor was not at fault, Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

Section IX. Default Provision

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State and does not give rise to a claim against the State.

Section X. Amendment Provision

This Agreement must be amended in writing, be expressly identified part of this Agreement, and be signed by an authorized representative of each of the parties. Any amendment to this Agreement is subject to the same approval requirements as this Agreement.

Section XI. Controlling Law Provision

This Agreement is governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Section XII. Compliance Provision

The Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements.

Section XIII. Subcontractor Provision

The Contractor may not use subcontractors to perform the services described in this Agreement.

Section XIV. Reporting Provision

The Contractor agrees to report any injury to person or property or event that may otherwise subject the Contractor or the State of South Dakota or its officers, agents, or employees to liability to the State. The Contractor must report any injury or event to the State immediately upon discovery.

The Contractor's only obligation under this section is to report the occurrence of any injury or event to the State and document any other report provided for by their duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section does not excuse or satisfy any obligation of the Contractor to report any injury event to law enforcement or other entities under the requirements of any applicable law.

Section XV. Notice Provision

Any notice or other communication required under this Agreement must be in writing and sent to the address set forth above. Notices must be given by and to **Jodi Aumer** at 420 S. Roosevelt St., Aberdeen, SD 57401, on behalf of the State, and by and to **Brooke Tellinghuisen Geddes** at 810 North Main, #298, Spearfish, SD 57783, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties are deemed to be delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

The parties agree that notice may be completed by email provided receipt is confirmed.

Section XVI. Severability Provision

If any provision of this Agreement is held unenforceable or invalid by any court of competent jurisdiction, the holding will not invalidate or render unenforceable any other provision of this Agreement.

Section XVII. Supersession Provision

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

Section XVIII. Records Retention and Retention Provision

The State, through any authorized representative, will have access and the right to examine and copy all records, books, papers, or documents related to the services rendered under this Agreement. The Contractor will retain all records, books, papers, and documents related to the services performed under this Agreement for a period not less than the greater of any applicable federal law retention requirement or three years following the termination of this Agreement. All records must be delivered to the State or any authorized representative upon completion or termination of services under this Agreement.

Section XIX. Compliance with SDCL Ch. 5-18A.

Contractor certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that if this certification is false, the false certification will constitute grounds for the State to terminate the Agreement and would be cause to suspend and debar a business under SDCL § 5-18D-12.


The Contractor further agrees to provide immediate written notice to the State if, during the term of this Agreement, the Contractor can no longer comply with this certification, agrees the noncompliance may be grounds for contract termination, and would be cause to suspend and debar a business under SDCL § 5-18D-12.

Section XX. Certification of No State Legislator Interest.

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, Contractor hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

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

STATE

BY: 
BY: Marcia Hultman (May 6, 2025 10:16 CDT)
Marcia Hultman, Cabinet Secretary
Department of Labor and Regulation

Date: 05/06/2025

CONTRACTOR

BY: Brooke Tellinghuisen Geddes
BY: Brooke Tellinghuisen Geddes (May 6, 2025 08:38 MDT)
Brooke Tellinghuisen Geddes
Professional Licensing, LLC

Date: 05/06/2025