

**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 Doubledee, 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):** Doubledee 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,



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Brooke Tellinghuisen Geddes  
Executive Secretary  
Abstracters Board of Examiners

AGENCY BUDGET UNIT	10 1038	LABOR & REGULATION ABSTRACTERS BD OF EXAMINERS - INFO	COMP	ACCOUNT	DESCRIPTION	CURRENT MONTH	YEAR-TO-DATE
COMPANY NO	6503	PROFESSIONAL & LICENSING BOARDS					
COMPANY NAME							
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	
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	
ACCT:	49	OTHER REVENUE				.00	15,591.38
CNTR:	1038000698						***
COMP:	6503					100.00	21,842.92
B UNIT:	1038					100.00	21,842.92

AGENCY BUDGET UNIT	10 1038	10 10380	10 10380	LABOR & REGULATION ABSTRACTERS BD OF EXAMINERS - INFO ABSTRACTERS BOARD OF EXAMINERS	COMP ACCOUNT	DESCRIPTION	CURRENT MONTH	YEAR-TO-DATE
COMPANY NO COMPANY NAME	6503 PROFESSIONAL & LICENSING BOARDS							
1038000698 1038000698	6503 51010100 6503 51010300			F-T EMP SAL & WAGES BOARD & COMM MBR'S FEES			104.76 .00	2,649.92 2,324.00
ACCT: ACCT:	5101 5102 51			EMPLOYEE SALARIES OASI-EMPLOYER'S SHARE RETIREMENT-ER SHARE HEALTH/LIFE INS.-ER SHARE WORKER'S COMPENSATION UNEMPLOYMENT COMPENSATION			104.76 7.96 6.26 14.98 .18 .05	4,973.92 381.54 158.96 376.67 4.12 1.16
ACCT: ACCT:	5102 51			EMPLOYEE BENEFITS PERSONAL SERVICES			29.43 134.19	922.45 5,896.37
1038000698 1038000698 1038000698	6503 52030300 6503 52031400 6503 52031500			AUTO-PRIV (IN-ST.) H/RTE TAXABLE MEALS/IN-STATE NON-TAXABLE MEALS/IN-ST			.00 .00 .00	1,448.40 14.00 194.00
ACCT: ACCT:	5203 5203 5203			TRAVEL COMPUTER CONSULTANT MANAGEMENT CONSULTANT CENTRAL SERVICES			.00 200.00 2,930.04 126.32	1,656.40 1,732.50 17,576.02 973.71
1038000698 1038000698 1038000698	6503 52040500 6503 52040900 6503 52042000			CONTRACTUAL SERVICES OPER TRANS OUT -NON BUDGT			3,256.36 64.87	20,282.23 264.48
ACCT: ACCT:	5204 5228 52			NONOP EXP/NONBGTD OP TR OPERATING EXPENSES			64.87 3,321.23	264.48 22,203.11
COMP: COMP:	6503 6503			PROFESSIONAL & LICENSING BOARDS			3,455.42 3,455.42	28,099.48 28,099.48
CENTER: B UNIT:	1038000698 1038						***** *****	

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

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

COMPANY	CENTER	ACCOUNT	BALANCE	DR/CR	CENTER DESCRIPTION
6503	1038000698	1140000	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: *MH*  
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*  
Brooke Tellinghuisen Geddes (May 6, 2025 08:38 MDT)  
Brooke Tellinghuisen Geddes  
Professional Licensing, LLC  
Date: 05/06/2025