

OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF NOVEMBER 7, 2024

The Oglala Lakota Board of County Commissioners met in regular session on November 7, 2024. Present: Allyssa Comer, Ramon Bear Runner, Art Hopkins, Wendell Yellow Bull and Sue Ganje, Auditor. Anna Takes the Shield (Dubray) was absent.

The meeting was called to order at 1:21 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 Bear Runner, seconded by Yellow Bull, to approve the agenda as written.

Motion made by Yellow Bull, seconded by Bear Runner, to approve the meeting minutes for October 11, 2024.

Motion made by Yellow Bull, seconded by Bear Runner, to set a Supplement and Contingency Hearing on December 9, 2024 at 1:30 p.m.

Motion made by Yellow Bull, seconded by Bear Runner to advertise and request letters of interest for Commissioner District 2 vacancy that will begin January, 2025

Anna Takes the Shield (Dubray) entered the meeting at 1:25 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to move the possible motion to change the VSO position back to Part-time status to the next meeting.

Lynx Bettelyoun, Highway Superintendent, met with the Board. He provided updates. They are done mowing for the season. Butler Machinery went to the County shop and fixed the Motor Grader.

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to accept the Highway Superintendent's monthly report.

Monica Macek met with the Board to present a plat for their approval.

Motion made by Yellow Bull, seconded by Bear Runner, to approve Oglala Lakota County Resolution #2024-12 as follows:

OGLALA LAKOTA COUNTY RESOLUTION #2024-12

PLAT OF TRACT A OF NE1/4NE1/4NE1/4 SECTIO 16, T37N, R41W, 6TH P.M., Oglala Lakota County, South Dakota

WHEREAS, there has been presented to the County Commissioners of Oglala Lakota County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 7th day of November, 2024.

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

ATTEST:

/S/ Sue Ganje
Sue Ganje, Auditor
Oglala Lakota County Auditor

Sheriff Mesteth was unable to attend the meeting but submitted his monthly report.

Jerlene Arredondo, Veteran Service Officer, met with the Board.

Motion made by Yellow Bull, seconded by Bear Runner, to accept VSO monthly report and place it on file.

A brief discussion was held regarding potential uses for the Opioid Settlement funds. The Board wishes to have qualifying local organizations that wish to apply for funds.

Motion made by Bear Runner, seconded by Yellow Bull, to approve advertising for interest from local organizations to receive Opioid Settlement funds.

Anna Takes the Shield (Dubray) exited the meeting at 2:15 p.m.

Lance Russell, State's Attorney, met with the Board to discuss policies. He advised that they review an email that he will forward from Douglas County before they decide if they want to adopt certain policies. He asked that the Board discuss it at the next meeting.

Russell will work with a landowner on details with a possible lease or purchase of property for the proposed Highway Shop and report back to the Board at the next meeting.

Official Canvass for the 2024 General Election was conducted. Motion made by Yellow Bull, seconded by Bear Runner, to approve the Official 2024 General Election Canvass.

The random draw for the Post Election Audit was conducted. The vote centers that were drawn were Rockyford and Manderson. The races drawn were Presidential Electors and US State Representative.

Hopkins exited the meeting at 4:05 p.m.

Motion made by Bear Runner, seconded by Yellow Bull, to approve paying the bills as follows:

GENERAL FUND		
ARREDONDO, JERLENE	MEETING MILEAGE	\$67.00
BEAR RUNNER, RAMON	MONTHLY MEETING	\$87.10
CENTURY BUSINESS	COPIER LEASE/METER	\$426.21
TAKES THE SHIELD, ANNA	MEETING MILEAGE	\$67.00
DUBRAY JR, STEVEN	REIMBURSEMENT/OTHER	\$300.00
FALL RIVER CO. SHERIFF	INMATE HOUSING	\$475.00

HOPKINS, ARTHUR L	ADVANCED TRAVEL	\$282.71
HOPKINS, ARTHUR L	MEETING MILEAGE	\$142.04
LYNN'S DAKOTA MART	MEETING SNACKS/WATER	\$23.17
MASTEL, BRUCE	WEB HOST/UPDATE/SERV	\$35.00
MCLEOD'S OFFICE SUPPLY	SUPPLY	\$106.56
QUADIENT FINANCE USA, INC	POSTAGE	\$421.99
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$52.00
SD ASSN OF COUNTY COMM.	CATASTROPHIC LEGAL	\$112.00
OL COUNTY TREASURER	SALES TAX	\$2.90
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$120.00
STURGIS RESPONDER SUPPLY	EQUIPMENT/SUPPLY	\$678.08
THOMSON REUTERS - WEST	SUBSCRIPTION	\$163.17
TREASURER - EXPENSES	TREASURER	\$100.71
YELLOW BULL, WENDELL	ADVANCED TRAVEL	\$338.85
YELLOW BULL, WENDELL	MEETING MILEAGE	\$87.10
COMER, ALLYSSA	ADVANCED TRAVEL	\$303.21
COMER, ALLYSSA	MEETING MILEAGE	\$97.82
ELECTION	WAGES & BENEFITS	\$6,625.30
ST ATTY	WAGES & BENEFITS	\$568.24
VET'S	WAGES & BENEFITS	\$3,769.65
SHERIFF	WAGES & BENEFITS	\$9,344.52
CORONER	WAGES & BENEFITS	\$1,718.54
	TOTAL FOR GENERAL FUND	\$26,515.87
COUNTY ROAD & BRIDGE		
GODFREY BRAKE SERVICE AND	SUPPLY	\$153.84
GREAT PLAINS COMMUNICATIO	LOCAL PHONE & INTERNET	\$443.92
LACREEK ELECTRIC ASSOC	UTILITY/ELECTRIC	\$250.35
MCI COMM SERVICE	LONG DISTANCE	\$53.80
MENARDS	SUPPLY	\$63.86
MIDWAY SERVICE/VOLLAN OIL	FUEL	\$19,805.40
MODERN FARM EQUIPMENT CO.	REPAIR/MAINTENANCE	\$399.41
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$144.50
COMMISSION	WAGES & BENEFITS	\$2,841.97
CRBR ADMIN	WAGES & BENEFITS	\$26,237.64
	TOTAL FOR COUNTY ROAD & BRIDGE	\$50,394.69
	TOTAL FOR BILLS PAID BETWEEN 10/12 AND 11/07/2024	\$76,910.56

Motion made by Bear Runner, seconded by Hopkins, to adjourn the meeting at 4:38 p.m.

/s/Allyssa Comer
 Allyssa Comer, Chairwoman
 Board of Oglala Lakota County Commissioners

ATTEST:

/s/Sue Ganje

Sue Ganje

Oglala Lakota County Auditor

TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:
I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 31st day of October 2024.

Total Amount of Deposit in First Interstate Bank, HS: \$ 322,766.86

Total Amount of Cash: \$ 120.00

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 14,890.89

FIRST INTERSTATE SAVINGS

First Interstate, HS: \$ 3,381,574.94

CERTIFICATES OF DEPOSIT:

Schwab 2 year \$ 2,124,280.15

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:


Election Petty Cash: \$ 15.00

RETURNED CHECKS:


Deaton, Tyler \$ 110.10

TOTAL \$ 5,843,757.94

Dated This 31st Day of October 2024.



Sue Ganje, County Auditor of Oglala Lakota County



Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies \$ 5,682,528.41
Held for other Entities \$ 71,817.14
Held in Trust \$ 89,412.39
TOTAL \$ 5,843,757.94

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, AND STATE.

February 10, 2021

Robert Two Crow was unable to attend the meeting for the discussion on Lakota Language in Oglala Lakota Schools. A bill put forward during legislation failed. The intent is to have the Lakota Language as part of the regular curriculum, not as an elective. Twila Hopkins spoke that the Lakota Language is sacred, but not as used by the Lakota Language Consortium Curriculum. Hopkins noted the influence of education in the classroom, but that it needs to be done correctly with the input from Lakota people. Art Hopkins noted money that the drafters of the LLCC have made, and White Hawk spoke of the books in the classroom that teachers were not utilizing. Motion made by Hopkins, seconded by White Hawk, to table discussion until a future date.

Commissioner Takes the Shield (DuBray) updated the board that after 6 years there was a site visit for the Motor Vehicle Kiosk in Pine Ridge on February 9, 2021. Discussion was held on how to split costs; we will wait and see the outcome.

Commissioner Bear Runner spoke of increasing the Veteran's Service Officer from part-time to full-time if there was a possibility of getting Covid funds to assist with the cost. Motion made by Bear Runner, seconded by White Hawk, to table making the Veteran's Service Officer full-time until the March meeting.

Commissioner Yellow Bull spoke of the board's goal of changing the home rule to elect their own State's Attorney, and the petition process needed. Yellow Bull also spoke on the process to create the county housing board, Covid funds, serving paperwork on people with regards to child support, and cattle and horse theft issues. Lance Russell, State's Attorney will work with the service process on tribal members and send Attorney Sword a letter on the child support papers.

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

GENERAL FUND

AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$51.12
BEAM INSURANCE ADMIN. LLC	DENTAL/VISION PLANS	\$125.14
BEHAVIOR MANAGEMENT SYS	2021 ANNUAL ALLOCATION	\$3,000.00
CENTURY BUSINESS	COPIER LEASE/METER	\$40.24
EFTPS	EFTPS PAYROLL TAXES	\$1,927.27
FARRELL, FARRELL & GINSBACH	CAAF	\$967.07
CARDMEMBER SERVICE	CARDMEMBER SERVICES	\$1,391.08
GOLDEN WEST	LOCAL PHONE/EMAIL/LONG DISTANCE	\$316.47
HOPKINS, ARTHUR L	MILEAGE	\$95.76
LAKOTA TIMES	PUBLICATION	\$175.75
MASTEL, BRUCE	WEB HOST/UPDATE/SERVER	\$35.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$17.50
MONUMENT HEALTH	BLOOD DRAW	\$43.80
QUADIENT FINANCE USA, INC	POSTAGE	\$405.00
OGLALA SIOUX TRIBE	MONTH RENT FOR VETERAN SERVICE OFFICER	\$100.00
QUILL CORPORATION	SUPPLIES	\$142.54
RELIANCE STANDARD	LIFE INSURANCE	\$59.00
SD DEPT OF REVENUE	LICENSE PLATES SHERIFF	\$42.40

March 10, 2021

Motion made by Yellow Bull, seconded by White Hawk, to approve the quote from Troy Kretzschmar Trucking, for a 2008 Smithco Side Dump trailer, in the amount of \$37,000.00.

Motion made by White Hawk, seconded by Hopkins, to approve the 2021 Motor Grader purchase from Butler Cat Machinery, in the amount of \$333,296.31.

The board received a Certified Bid Tabulation from Banner Associates, Inc. for the bid opening on February 10, 2021. Motion made by Hopkins, seconded by Yellow Bull, to approve the Notice of Award - Contract to Western Construction, Inc. of Rapid City, in the amount of \$531,350.00 for the Oglala Lakota County Road 7 Resurfacing – Phase 1.

Bettelyoun updated the board on putting 81 tons of gravel on County Road 2 and 11 (each) and have done maintenance on County Roads 7, 16A, 2, 4, 16, 15L, 6 and 15. Snow removal has been done on all roads. Bettelyoun and crew have replaced parts, pins, and bearings on the Walk n Roll packers.

Roger Risty, Risty Benefits, met with the board, via phone, to discuss dental and vision benefits, deductibles and providers, and answered questions by board members. Risty will email a list of dental and vision providers.

Motion made by White Hawk, seconded by Hopkins, to set a hearing to vacate a plat for Robbie Dyer, CEO, Oyate Concern Inc., on March 22, 2021 at 2 p.m.

Susie Hayes, Director of Equalization, met with the board. Motion made by White Hawk, seconded by Hopkins, to set the county board of equalization on April 14, 2021, following their regular meeting.

Motion made by White Hawk, seconded by Hopkins, to table the request for Veteran's Service Officer to be re-classified as full time until the next meeting.

Discussion was held on having the Badlands Soil Conservation District attend the next meeting to speak of the services that are provided to county residents.

Hopkins spoke of attempted meetings with the OST Law and Order Committee, it was agreed to invite the chair and vice-chair to the next meeting in April and have the State's Attorney Russell present.

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

GENERAL FUND

AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$54.08
BEAR RUNNER, RAMON	MILEAGE	\$218.32
BEAM INSURANCE ADMIN. LLC	DENTAL/VISION PLANS	\$125.14
CENTURY BUSINESS	COPIER LEASE	\$123.86
TAKES THE SHIELD, ANNA	MILEAGE	\$232.60
ELECTION SYSTEMS & SOFT	ELECTION MAINTENANCE	\$94.80

April 14, 2021

issues. The Road Groom was used on County Road 11 and will work perfect for small repairs.

Joe Herman, Sheriff, met with the board. Motion made by Yellow Bull, seconded by Hopkins, to approve a part time administrative assistant, up to 30 hours, Monday through Thursday, at \$14.00 per hour to work for the sheriff and the highway department at the highway department office in Batesland.

Herman requested the possibility of outside employment with IHS in security for patrol of clinics. State's Attorney Russell will review this request, look at the job description from IHS and bring back to the board.

Discussion was held on paper service process, things are not working like they anticipated with use of a lay attorney, or with the tribe serving paperwork. State's Attorney Russell will reach out to the tribe to see if they have a UCC, and if it addresses the paperwork process, would like to work out an agreement with them. Russell also discussed predatory lending and a law that was passed to provide county residents consumer protection.

Discussion was held on the Jackson County Coroner Jon Siedschlaw attending most coroner calls in Oglala Lakota County; contact will be made with the County Coroner for a follow-up at the next meeting.

Yellow Bull questioned Herman about providing a firearm safety program; Herman advised there are 4 trainers on the reservation that are authorized by the state.

Robert Haivala, SD Attorney General office, and Shorty Zilverberg, SD Brand board, met with the commission via phone, along with Lance Russell, State's Attorney, in person to discuss cattle and horse theft. Russell also invited the FBI, who have jurisdiction in the issue, but did not attend the meeting. The brand board, state and state's attorney have no jurisdiction, with Russell noting that involvement of the FBI is critical. If a theft occurs and they are a tribal member, the Oglala Sioux Tribe has jurisdiction. Discussion was held on required paperwork at sale barn, enforcing laws in western South Dakota, sovereignty of tribal members, and jurisdiction. Russell spoke of Nebraska not mandating brands on horses and a possible memorandum of understanding with them.

A proclamation was given to Edie Jenniges in appreciation for her work in the state's attorney's office.

Hopkins left the meeting at 3:51 p.m.

Ramon Bear Runner, Commissioner, met with the board. Motion made by Yellow Bull, seconded by Bear Runner to classify the Veteran's Service Officer as temporary full-time to carry additional duties for tribal emergency rental assistance, through December 31, 2021.

Motion made by Yellow Bull, seconded by Bear Runner to table the 2020 annual report until the next meeting.

April 13, 2022

Bettelyoun gave updates that included the Highway Department blading County Roads 16, 16A, 2, 4, 7 and 24C; removing snow from all County Roads 15C, 15, 17, 27, 6, reshaped County Road 16, did a culvert inventory on all secondary roads and hauled 575 tons of gravel to County Road 17. Maintenance was performed on the 2013 motor grader by replacing wear strips, serviced the 2020 road grader and took the 1996 Peterbilt in to have repairs made to the motor. Further discussion was held on Old BIA 17 becoming County Road 16.

Jerlene Arredondo, Veteran's Service Officer, reported to the Board that headstones are secured in her office until she can place them in the cemetery. They are not in the Veteran Shelter common area. The County and Tribal VSO work together. Arredondo confirms with the family if the Veteran was eligible for the headstone and orders them after she gets a death certificate. During COVID it took months to receive the headstone, now it takes 3 – 4 weeks. She has installed 22 headstones since being hired and must take pictures to document. Things have been steady, there have been many VA housing applications. The Board recommended that Arredondo use a County vehicle to place the headstones and spoke of using ARPA funds to increase her to full-time temporarily so she can get caught up.

Discussion was held on the possibility of hiring a grant writer. Motion made by Yellow Bull, seconded by Hopkins, to authorize Ted Hamilton to speak with the County Auditor on grant writing and planning.

Sue Ganje, Auditor, met with the Board. Motion made by Hopkins, seconded by Yellow Bull, to approve travel for the South Dakota Election Equipment Regional Training in Deadwood, on April 28, 2022.

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

GENERAL FUND

AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$57.56
AT&T TELECONFERENCE	TELECONFERENCE SERVICE	\$53.19
BEAR RUNNER, RAMON	MILEAGE	\$54.60
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$45.30
BUSINESS MANAGEMENT DAILY	PUBLICATION	\$199.00
CENTURY BUSINESS	COPIER LEASE/METER	\$354.26
COLBATH & SPERLICH LAW	CAAF	\$391.70
EFTPS	EFTPS PAYROLL TAXES	\$1,742.80
GOLDEN WEST	LOCAL PHONE/EMAIL/LONG DISTANCE	\$492.10
HOPKINS, ARTHUR L	MILEAGE	\$237.28
LAKOTA TIMES	PUBLICATION	\$157.95
MASTEL, BRUCE	WEB HOST/UPDATE/SERVER	\$70.00
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$35.00
NCRAAO 2022	NCRAAO 2022 CONFERENCE	\$325.00
QUADIENT FINANCE USA, INC	POSTAGE	\$790.24
OGLALA SIOUX TRIBE	MONTH RENT FOR VET SERVICE OFFICER	\$100.00
POURIER, PHYLLIS OR CLIFF	TAX REFUND	\$459.03

May 11, 2022

Motion made by Hopkins, seconded by Yellow Bull, to approve the private road contract with Coleen Provost, in the amount of \$85.00, for road work.

Jerlene Arredondo joined the meeting via phone at 1:45 p.m.

Motion made by Hopkins, seconded by Yellow Bull to approve the increase on the Highway Superintendent's credit card to \$5,000.00.

Bettelyoun gave updates that included the Highway Department blading County Roads 13, 26, 16, 7, 15L, 11, 2, 4, 17 (twice), 15 and 9; reshaped County Road 16 and hauled 50 tons of gravel to the Batesland Streets and 825 tons to County Road 16. Maintenance was performed on the 2014 140M2 by replacing a tire and transmission hoses, serviced the 2017 F150 and replaced the fuel return splitter on the 1995 Peterbilt semi. Further discussion was held on Old BIA 17 becoming County Road 16, sign placement and the great shape that the 4 miles of the Old BIA Road is in now that the county has taken over.

Lily Heidebrink, Director of Equalization, met with the Board. Motion made by Yellow Bull, seconded by Hopkins, to approve travel for Frances Denison to attend the NCRAAO Conference, June 27 through June 30, 2022 in Deadwood, SD and to attend the Vanguard Meeting, July 11 and July 12, 2022 in Chamberlain, SD.

Teresa Pullen, Treasurer, reported to the Board that she will start processing tax deeds on 43 parcels. Many parcels date back to 1985 and 21 of the 43 parcels are a part of undivided interest. Pullen is confident that some will get caught up because people are starting to hear about it; she will contact Kili and Lakota Times to advise the public, as well as post it to Facebook and on the County Website. The Board requested that Pullen contact the Gordon Radio Station as well. Pullen is hopeful that after 3 months she will have a good follow up for the Board.

Motion made by Yellow Bull, seconded by Hopkins, to allow Pullen to start the process with tax deeds.

Pullen also recommended not to sell tax certificates at this time, which will allow her to clean up as much of the old files as possible first. Motion made by Yellow Bull, seconded by Hopkins, to leave the moratorium on the sale of tax certificates in place until the next update.

Jerlene Arredondo, Veteran's Service Officer, met with the Board. Motion made by Yellow Bull, seconded by White Hawk, to transfer a vehicle from the Sheriff's office for Arredondo to drive for work related travel and increase Arredondo's hours to full-time, with a new hourly wage of \$18.40 per hour. With Hopkins voting no, all others voting yes, motion carried.

Motion made by Yellow Bull, seconded for Hopkins to request an objective management plan for the VSO office, including continued monthly reports on activities.

CERTIFICATES OF DEPOSIT:

First Interstate, HS:	\$	202,257.05
Black Hills Federal Credit Union, HS:	\$	50,000.00
First National Bank of Lead Checking	\$	1,000.00
First Nation Bank of Lead ICS Acct	\$	1,217,471.11

Itemized list of all items, checks and drafts that have been in the Treasurer's possession over three days:

Sheriff Change Fund:	\$	200.00
Election Petty Cash:	\$	15.00

RETURNED CHECKS:

TOTAL \$ 4,271,540.58

Dated This 31st Day of May 2022.

/s/Sue Ganje, County Auditor of Oglala Lakota County

/s/Teresa Pullen, County Treasurer of Oglala Lakota County

County Monies	\$	4,212,344.37
Held for other Entities	\$	21,222.28
Held in Trust	\$	37,973.93
TOTAL	\$	4,271,540.58

The Above Balance Reflects County Monies, Monies Held in Trust, and Monies Collected for and to be remitted to Other ENTITIES: SCHOOLS, TOWNS, AND STATE.

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

TO THE HONORABLE BOARD OF OGLALA LAKOTA COUNTY COMMISSIONERS:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of this County on this 30th day of June 2022.

Total Amount of Deposit in First Interstate Bank, HS:	\$	1,603,163.09
Total Amount of Cash:	\$	1,467.38
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	13,051.65

July 13, 2022

Discussion was held with Martinez on the continuing issue of family members who have not been able to get death certificates that passed away prior to Martinez becoming the Coroner again in June of this year.

Lynx Bettelyoun, Highway Superintendent, reported to the Board that he may be looking into annual fuel bids to possibly help with rising fuel costs.

Motion made by Takes the Shield (DuBray), seconded by Hopkins, to approve the May 5 – June 10, 2022 sheriff fuel transfer to reimburse the highway for 248.8 gallons of fuel at \$3.915 per gallon, for a total of \$974.05.

Fuel quotes were presented as follows:

6/8/2022 Fuel Quotes	550-Gal Gasoline	2,000-Gal Diesel
Westco	\$4.565/gallon	\$4.899/gallon
Discount Fuel	No Bid	No Bid
Nelson's	No Bid	No Bid
Pine Ridge Oil	No Bid	No Bid

Motion made by Takes the Shield (DuBray), seconded by Hopkins, to approve the low and only bid from Westco for 550 gallons of gasoline at \$4.565 per gallon, for a total of \$2,510.75 and 2,000 gallons of diesel, at \$4.899 per gallon, for a total of \$9,798.00.

Motion made by Takes the Shield (DuBray), seconded by Hopkins, to approve the private road contracts with Madonna Whirlwind Horse, in the amount of \$85.00, for road work and Tom Conroy, in the amount of \$110.00, for mowing.

Motion made by Yellow Bull, seconded by Hopkins, to approve the extended coverage quote for the Caterpillar 420F motor grader, in the amount of \$1,790.00.

Bettelyoun reported to the Board that for the period of May 11 – July 12, 2022, the following activities occurred: Bob Lee Trucking hauled 3,333.33 tons of gravel to Road #16; the county hauled gravel to the following roads: 210 tons to #16A, 30 tons to #2 and 60 tons to the Batesland Streets. The following roads were bladed: 16,7,16A,11,2, 27,26, 13,6,4,9,17,24,24C, 15 and 15L. The county mowed roads 16,2,7, 17,13,24,24C.

Bettelyoun presented his 2023 budget.

Praise was given for the work that the Highway Department had completed recently on road #16 (previously BIA 17), and residents would like to show appreciation for the work done. Discussion was held on the pit run gravel, and of the possibility of a private road contract with the OST Housing Authority.

Jerlene Arredondo, Veteran's Service Officer, thanked the Board for making her full time and it has enabled her to be closer to getting caught up with her work. Her 2023 budget was presented, with her request to move part of the supply budget to travel to allow her to travel to the

western parts of Bennett and Jackson counties to serve Veterans in a better capacity. Inquiries were raised about billing other counties for Arredondo's time and/or mileage; it was requested that Arredondo get something in writing from the other counties.

Motion made Takes the Shield (DuBray), seconded by Yellow Bull, to acknowledge the May VSO report as presented and approve travel monthly for outreach services to Eagle Nest District in Wanblee, Medicine Root/Pass Creek District in Allen and LaCreek District in Martin with the letter from the other counties.

Ramon exited the meeting at 2:47 p.m.

Discussion was held on advertising the hours for the Veteran's Service Officer to further assist Veterans.

Joe Herman, Sheriff, met with the Board. Motion made by Hopkins, to allow supervisors to put someone in for temporary or part time help until the next meeting because the supervisors know the people. Motion dies for lack of a second.

Discussion was held on updates in Sheriff policies.

Motion made by Yellow Bull, seconded by Takes the Shield (DuBray), to offer Reno Trace Blacksmith the position of deputy sheriff, at \$19.60 per hour, effective immediately, to be paid from ARPA funds.

Takes the Shield (DuBray) exited the meeting at 3:14 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to approve offering Scott Hix the specialized deputy job, pending acceptance of the position, at \$19.60 per hour, to be paid from ARPA funds.

Discussion was held on more due diligence with policy work and extend the advertisement to hire one more deputy also to be paid from ARPA funds. Herman presented his 2023 budget.

Further discussion was held on the Supreme Court Ruling on jurisdiction on reservations, with Herman recommending that the Tribe determine jurisdiction, and the need for an administrative policy related to his recommendation.

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

GENERAL FUND

A-Z SHREDDING	SHREDDING	\$105.00
AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$642.97
AT&T TELECONFERENCE	TELECONFERENCE SERVICE	\$170.49
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$45.30
CENTURY BUSINESS	COPIER LEASE/METER	\$199.68
DENISON, FRANCES	TRAVEL REIMBURSEMENT	\$232.40

Oglala Lakota County Highway Department

Awarded

To: WESTCO

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 3 day of December, 2024.

Please provide a bid for the following.

_____ Gallons of Unleaded Gas at \$ _____ /gal.

1000 ^{#1 Dyed} Gallons of Diesel at \$ 3.516 /gal.

1000 Gallons of Propane at \$ 1.849 /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level is 20% percent.

Signature: Kyle Hooper Date: 12/3/2024

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

PH: (605)288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

Response
 No Response

Oglala Lakota County Highway Department

To: Vollan Oil

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 3 day of December, 2024.

Please provide a bid for the following.

_____ Gallons of Unleaded Gas at \$ _____ /gal.

1000 ^{#1 Dyed} Gallons of Diesel at \$ _____ /gal.

600 Gallons of Propane at \$ _____ /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level is 20% percent.

Signature: _____ Date: _____

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

PH: (605)288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

Response
 No Response

Oglala Lakota County Highway Department

To: Discount Fuels Inc

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 3 day of December, 2024.

Please provide a bid for the following.

_____ Gallons of Unleaded Gas at \$ _____ /gal.

1000 Gallons of Diesel at \$ _____ /gal. #1 Dyed

1200 Gallons of Propane at \$ _____ /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level is 20% percent.

Signature: _____ Date: _____

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

PH: (605)288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

____ Response
 No Response

Oglala Lakota County Highway Department

To: WESTCO

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 16 day of October, 20 24.

Please provide a bid for the following.

1,800 Gallons of Unleaded Gas at \$ _____ /gal.

5,200 ^{Dyed #2} Gallons of Diesel at \$ _____ /gal.

_____ Gallons of Propane at \$ _____ /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level is _____ percent.

Signature: _____ Date: _____

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

PH: (605)288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

Response
 No Response

... provide a bid for the following.

1,800 Gallons of Unleaded Gas at \$3.060 /gal.

5,200 ^{Dyed #2} Gallons of Diesel at \$ 3.066 /gal.

_____ Gallons of Propane at \$ _____ /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level is _____ percent.

Signature: Kyle Hooper Date: 10/16/2024

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

PH: (605)288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

____ Response
____ No Response

Oglala Lakota County Highway Department

To: Vollan Oil

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 16 day of October, 2024.

Please provide a bid for the following.

Awarded

1.800 Gallons of Unleaded Gas at \$ _____ /gal.

5.200 ^{Dyrd #2} Gallons of Diesel at \$ _____ /gal.

_____ Gallons of Propane at \$ _____ /gal.

The Oglala Lakota County Highway Depart. Tank is a 1,000 gallon tank, the current propane level is _____ percent.

Signature: _____ Date: _____

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

Diesel: Federal and State tax exempt: \$0.02 EPA tax applicable

Please submit a bid on the above requested fuel. Fax to 1 (605) 288-1867

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

PH: (605)288-1866 Fax: (605) 288-1867 Cell: (605) 441-6261

For office use only;

Response
 No Response

From: Shawn Rohrich <Shawn@vollanoil.com>
Sent: Thursday, October 17, 2024 7:03:52 AM
To: audrey martinez <a_lmartinez@hotmail.com>
Subject: Re: fuel bid

Unleaded 3.20
Dyed 2.70
Sent from my iPhone

On Oct 17, 2024, at 7:59 AM, Shawn Rohrich <Shawn@vollanoil.com> wrote:

When would this need to be delivered by?
Sent from my iPhone

On Oct 16, 2024, at 11:31 AM, audrey martinez
<a_lmartinez@hotmail.com> wrote:

Good morning
here is our bid request, any questions give us a call
have a good day

OGLALA LAKOTA COUNTY
HWY-DEPT REPORT

DATE: 11-7-24 — 12-3-24

DATE	EQUIPMENT	WORK PERFORMED	PERSON MAKING REPAIR
12-3-24	BLO5	Replaced Batteries	Kelly
12-3-24	Pete	Replaced 2 Fan Belts	Kelly
12-3-24	Batew-2	Replaced Clutch	Kelly & Lynx
11-19-24	BLO5	Replaced Rear Tire	Kelly & SAM

OGLALA LAKOTA COUNTY
HWY-DEPT REPORT

DATE: 11-7-24 — 12-3-24

Blading Roads

DATE	ROAD #	DRIVER(S)
11-7-24	7	Sam
11-12-24	16A, 2, 16	Sam, Kelly
11-13-24	16, 15L, 4, 9	Sam, Kelly
11-14-24	16	Sam
11-18-24	15, 13, 11, 15	Sam, Kelly
11-19-24	2, 11	Sam, Kelly
11-20-24	2,	Sam
11-21-24	11,	Sam, Kelly
11-26-24	11	Sam, Kelly
12-3-24	16A, 7	Sam
	Mulching shoulders	
11-14-24	16A, 2	Doreen
11-15-24	2	Doreen
11-19-24	2, 4	Doreen
11-20-24	2	Kelly

West River Trailer Sales

115 N Cambell St
RAPID CITY, SD 57701

Estimate

Date	Estimate #
12/2/2024	2596

Name / Address

			Project
Description	Qty	Rate	Total
2024 BIG TEX 18' BUMPER PULL, BLACK, VIN# 16V1C2326R2296166	1	6,495.00	6,495.00
Subtotal			\$6,495.00
Sales Tax (6.2%)			\$0.00
Total			\$6,495.00



NEW 2024 BIG TEX TRAILERS 14ET 18KR EQUIPMENT TRAILER



\$6,495

Stock #: 96166

Location: Rapid City, SD

Status: Available

No Sheriff report
available @ this time.

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT November 2024

OFFICE VISITS APPOINTMENTS 4 WALK-INS 45 PHONE 7 TOTAL 56

DEATHS TRIBAL MEMBERS 4 NON-TRIBAL MEMBERS _____

VETERANS ADMINISTRATION

NEW CLAIMS 1 (PERSON 1 PHONE _____)

EXISTING CLAIMS 32 (PERSON 32 PHONE _____)

NEW MEDICAL ENROLLMENT _____

DD214 REQUESTS 5 (OFFICE 5 OTHER _____)

HOME LOAN 1 VA STATE HOME _____ OTHER 17

SD STATE BENEFITS

VETERANS/ACTIVE DUTY BONUS _____ BURIAL BENEFITS 2 EDUCATION _____

HEADSTONE/SET UP 4 RECORDS/OTHER 2 STATE PARKS _____

HUNTING/FISHING LICENSES _____ LICENSE PLATES _____ DRIVERS LICENSE _____

TRIBAL

TRIBAL VETERANS FLAG _____

MEETINGS _____ OTHER _____

PUBLIC OUTREACH

SOCIAL MEDIA _____ RADIO STATION _____ OTHER _____

OTHER _____

*attended 4 Veterans Day School honoriv

idatt hadoneto

OGLALA LAKOTA COUNTY RESOLUTION #2024-13
Supplemental Budget 2024 #1
Contingency Transfer 2024 #1

WHEREAS, SDCL 7-21-22 provides that the Board of County Commissioners may adopt a supplemental budget, and whereas, as due and legal notice has been given, the following Supplements to expenditures and revenues for December 28, 2023 Budget be approved as follows: General Fund: Sheriff Car \$88,685.36 Revenue General Fund: -\$3,582.00 Reimb Workman's Comp; -\$97,752.48 Opioid Money; Revenue Hwy Fund: -\$3,953.76 STP Money; -\$956.10 RAI Grant; Means of finance to be cash and cash for revenues received, and

WHEREAS, SDCL 7-21-32.2 provides that the Board of County Commissioners may adopt a transfer appropriation from the contingency budget to other appropriations, which are insufficient, a contingency transfer shall be approved and adopted to the following Departments: Information Technology \$5,704.00; Sheriff Car \$41,314.64; Mentally Handicap \$760.00; Mental Illness Board \$1,471.00; Weed Ins \$275.36; M &P \$475.00;

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

Dated at Oglala Lakota County, South Dakota this 09th day of December 2024.

ATTEST:

Sue Ganje, Auditor
Oglala Lakota County Auditor's Office

Allyssa Comer, Chairwoman
Oglala Lakota County Board of Commissioners

OGLALA LAKOTA SUPPLEMENT HEARING #1
Expenditure and Revenue

December 09, 2024

DATE	AMOUNT	EXPENSES TO SUPPLEMENT	ACCOUNT
12/9/2024	\$ 88,685.36	10100X4360211	Sheriff Car
TOTAL	\$ 88,685.36		

REVENUES TO SUPPLEMENT	(Exceeds Estimated Revenues)
\$ (3,582.00)	Reimb Workmans Comp
\$ (92,752.48)	Opioid Money
\$ (3,953.76)	STP
\$ (956.10)	RAI
TOTAL	\$ (101,244.34)

Contingency Transfer #1	
\$ 475.00	M & P
\$ 5,704.00	Info Technology
\$ 41,314.64	Sheriff Car
\$ 760.00	Mentally Handicap
\$ 1,471.00	Mental Illness Board
\$ 275.36	Weed Ins
TOTAL	\$ 50,000.00

GRAND TOTAL \$ **37,441.02**

Notice:

Oglala Lakota County is requesting letters of interest from qualified organizations to apply for County held Opioid Settlement monies. Please provide the name and address of the organization, proof of tax-exempt status, the scope of services provided by the organization and a brief explanation of the proposed usage of the funds requested. You must spend the funds on approved expenditures as per the guidelines provided. You can find approved items at <https://nationalopioidsettlement.com>. All interested parties, please send the above information to: Oglala Lakota County Auditor, 906 N River St, Hot Springs, SD 57747 or to sue.ganje@state.sd.us by 5 p.m. on December 5, 2024.

/S/ Sue Ganje

Oglala Lakota County Auditor

Exhibit A Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including FDA-approved Medication-Assisted Treatment (MAT).
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD and family members and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication– Assisted Treatment.

**B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(INTERVENTION)**

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients

on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

C. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a) Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
 - b) Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
 - c) "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d) Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
 - e) Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f) Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 - a) Increase the number of prescribers using PDMPs;
 - b) Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c) Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").

7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency drug responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

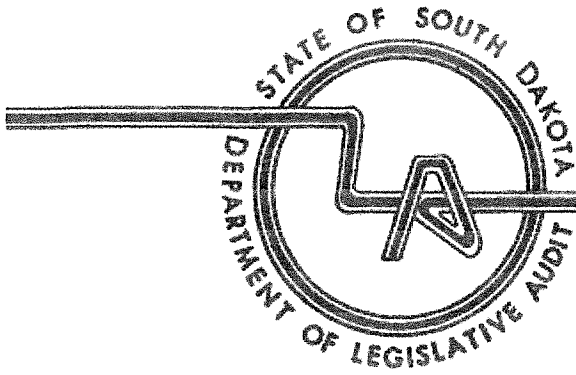
K. TRAINING

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

December 9, 2024

Allyssa Comer Governing Board Chairperson

And

Sue Ganje, County Auditor

Oglala Lakota County
906 N. River Street
Hot Springs, SD 57747

This will confirm our understanding of the services we are to provide Oglala Lakota County (County) as of December 31, 2023 and for each of the years in the biennial period then ended. We will perform a financial and compliance audit of the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of December 31, 2023 and for each of the years in the biennial period then ended and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We understand that the basic financial statements of the County will be presented in accordance with the Special Purpose Framework – Modified Cash Basis of Accounting. Our audit will be conducted with the objective of expressing an opinion on each opinion unit applicable to those financial statements. In addition, we will audit the County's compliance over major federal award programs as of December 31, 2023 and for each of the years in the biennial period then ended.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Budgetary Comparison Schedules
- Schedule of Expenditure of Federal Awards
- Schedule of the County's Proportionate Share of the Net Pension Liability (Asset)

Audit Objectives

The objective of our audit is the expression of our opinions as to whether the County's basic financial statements are fairly presented, in all material respects, in conformity with Special Purpose Framework - Modified Cash Basis of Accounting and to report on the fairness of the additional information referred

to in the first section above when considered in relation to the basic financial statements taken as a whole.

We will also subject the schedule of expenditure of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal award is presented fairly in all material respects in relation to the financial statements as a whole.

The objective also includes reporting on:

- Internal controls related to the financial statements and compliance with laws, regulations, contracts and grant agreements, and other matters, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.
- Internal controls related to the major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 (Single Audit Act) and *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and the *Uniform Guidance* in considering internal control over compliance and major program compliance. The reports are intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, because these reports are required by South Dakota Codified Law 4-11-11 and the *Uniform Guidance*, they are a matter of public record and their distribution is not limited.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act and the *Uniform Guidance*. Our audit will include tests of accounting records, a determination of major program(s) in accordance with the *Uniform Guidance*, and other procedures we consider necessary to enable us to express such our opinions and to render the required reports.

If during the course of our audit we find that we are unable to express unmodified opinions on the fairness of the financial statements for any opinion unit or on compliance with the requirements for each major federal award as required by the Single Audit Act and the *Uniform Guidance*, we will notify you of the problems encountered. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement, but we will bill you at our standard hourly rates for the value of services rendered to date of termination of the engagement.

Management Responsibilities

Management is responsible for the preparation and fair representation of basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the *Uniform Guidance*. As part of the audit, we will provide guidance with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. If applicable, you will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we may provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

The County has requested that we provide assistance as a nonaudit service in the compiling of the notes to the financial statements. These nonaudit services do not constitute an audit in accordance with Government Auditing Standards as we are simply performing the nonaudit service of compiling the information from your records. You are responsible for making all management decisions and performing all management functions relating to the notes to the financial statements and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with the compiling of the notes to the financial statements and that you have reviewed and approved the notes to the financial statements prior to their issuance and have accepted responsibility for them. The County has designated the County Auditor as the individual with suitable skills, knowledge and experience to oversee this nonaudit service.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information (as applicable) of the County and the respective changes in financial position and, where applicable, cash flows in conformity with Special Purpose Framework - Modified Cash Basis of Accounting; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements

aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the *Uniform Guidance*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with the *Uniform Guidance*. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon **OR** make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the *Uniform Guidance*; (b) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the *Uniform Guidance*; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with Special Purpose Framework - Modified Cash Basis of Accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon **OR** make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for presentation of the supplementary information in accordance with Special Purpose Framework - Modified Cash Basis of Accounting; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with Special Purpose Framework - Modified Cash Basis of Accounting; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing

management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Management will coordinate with our office to ensure that the Department of Legislative Audit's (DLA) independence is not impaired by hiring former or current DLA manager or professional employees in a key position, as defined in the AICPA *Code of Profession Conduct*, which would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the County for a former or current DLA manager or professional employee should be discussed with the Auditor General or Local Government Audit Manager before entering into substantive employment conversations with the former or current DLA manager or professional employee.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Accordingly, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and the *Uniform Guidance*, our audit plan and test transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management and the appropriate law enforcement officials of any violations of laws or regulations and any fraud or illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required by *Government Auditing Standards* and the *Uniform Guidance*. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design

the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the *Uniform Guidance*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of internal controls that we consider relevant to preventing and/or detecting material noncompliance with compliance requirements applicable to each of County's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on internal controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the *Uniform Guidance*.

An audit is not designed to provide assurance on the effectiveness of internal control or to identify all significant deficiencies or material weaknesses. However, we will communicate to you of any matters involving internal control and its operation that we consider to be material weaknesses or significant deficiencies under standards established by the American Institute of Certified Public Accountants. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We will also inform you of any other matters involving internal controls, if any, as required by *Government Auditing Standards* and the *Uniform Guidance*.

Audit Procedures - Compliance

Compliance with laws, regulations, contracts, agreements and other matters applicable to the County is the responsibility of management. As part of obtaining reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, we will perform tests of County's compliance with certain provisions of applicable laws, regulations, contracts, agreements and other matters. However, the objective of those procedures will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion in our report issued pursuant to *Government Auditing Standards*.

Uniform Guidance requires our audit include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Further, the *Uniform Guidance* requires that we plan and perform our audit to provide us with enough evidence to support our opinion on whether the County has complied with certain provisions of laws, regulations, contracts, and grants related to each major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the major federal programs. The purpose of our audit will be to express an opinion on the County's compliance with the requirements applicable to each of its major federal award programs in our report on compliance issued pursuant to the *Uniform Guidance*.

Audit Administration, Fees, and Other

Our fee for these services will be based on the time actually spent at our standard hourly rate is determined in accordance with state statute (Fiscal Year 2025 rate is \$94.00) and is subject to change

each July 1st. We will not bill you for travel time spent coming to and from your location or for time spent giving assistance or working on other projects while on site at your location.

Government Auditing Standards state that if the Auditor's Report discloses deficiencies in internal control, fraud, illegal acts, violations of provisions of contracts or agreements, or abuse, the entity should provide the views of the responsible officials concerning the findings, conclusions, and recommendation, as well as planned response. Such response will be included in the audit report. If the County does not respond or chooses not to respond we are required to state this in the audit report.

In addition, the *Uniform Guidance* requires the County prepare a corrective action plan for each item of finding and questioned cost related to federal award programs that are disclosed as a result of our audit. The County's corrective action plan is required to be included in the final report package.

Uniform Guidance requires you to file one electronic version of the audit report with the Federal Single Audit Clearinghouse, and to complete your portion of the electronic version of the Data Collection Form (Form SF-SAC). We will assist you in filing the electronic version of the Form SF-SAC with Federal Single Audit Clearinghouse. In addition, report filings with state agencies in Pierre, South Dakota, will be made by us. We will provide you with a sufficient number of copies of the final audit report to fulfill your requirements. The Data Collection Form is required to be submitted within the earlier of 30 days of the report release date or nine months following the close of the most recent fiscal year being audited.

The audit documentation will be available at the completion of our audit for inspection at our Pierre office by other auditors as well as management of the County during normal working hours. The audit documentation will be retained for a minimum of five years following the date of the audit report.

We understand that your employees will assist us whenever possible and will perform such functions as pulling documents selected by us for testing. If your employees cannot accomplish these tasks when requested, we will perform them and bill for our services at the above hourly rate.

Should unforeseen circumstances arise that would require a significant extension of our auditing procedures, we would discuss with you the specific matters involved before extending our audit scope and incurring additional costs. In such a case, this letter may need to be modified and reissued.

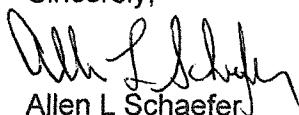
The audit report should be issued in final form, and all required report filings accomplished, estimated to be no later than sixty (60) calendar days from the date of the audit report. Our Local Government Audit Manager is the engagement partner and is responsible for supervising the engagement.

Government Auditing Standards require that our office undergo an external quality control review on a periodic basis. A copy of our latest external quality control review letter will be provided to you upon request and is also publicly available on our website (<http://legislativeaudit.sd.gov>).

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions please let us know.

If this letter correctly expresses your understanding, please sign both copies where indicated and return one copy to us.

Sincerely,


Allen L. Schaefer
Auditor In Charge

Approved:

Governing Board Chairperson

Date

County Auditor

Date

**INTERGOVERNMENTAL CONTRACT AND COVERAGE DOCUMENT FOR
THE SDML WORKERS' COMPENSATION FUND**

THIS AGREEMENT, is made and entered into by the undersigned who, upon execution of this Agreement, will be contractually bound with all other signatories and other Members who have entered into similar agreements creating and becoming Members of the Fund herein created.

WHEREAS, the acts of the State of South Dakota authorizes and/or permits various governmental authorities to contract;

WHEREAS, the undersigned desires along with other such public agencies, to form or join a pool arrangement to be known as the SDML Workers' Compensation Fund;

WHEREAS, the undersigned executes this document for purposes of joining, by virtue of an intergovernmental contract, the pool arrangement known as the SDML Workers' Compensation Fund;

NOW, THEREFORE, the undersigned executes this agreement in consideration of and in conjunction with other governmental authorities executing this agreement for the purpose of joining a pool arrangement known as the SDML Workers' Compensation Fund. The undersigned agrees to abide by the terms and conditions of this contract and all actions taken pursuant to this contract. In consideration of the mutual covenants of all signatories to this intergovernmental contract it is agreed as follows:

**ARTICLE I
NAME**

The pool created by this agreement shall be known as the SDML Workers' Compensation Fund, hereinafter referred to as "Fund."

The signatories hereto, together with past and future signatories, establish a contractual pool arrangement for the purposes of effectuating this agreement; this pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of this agreement and the bylaws of the Fund.

**ARTICLE II
PURPOSE**

The purpose of this agreement is to enter into an intergovernmental contract to form a pool arrangement to provide for joint and cooperative action by Members for the purpose of providing workers compensation coverage to the Members and the Members' employees, and to

1. Failure to make the required contributions on the date when due or within the period of time allowed by the Fund for payment thereof.

2. Failure to meet other requirements as they may be found for continued participation in the Fund to preserve the stability and strength of the Fund including participation and programs or efforts designed to reduce losses or adjust claims, consistent with this fund agreement and the bylaws of the Fund.

By accepting membership in the Fund, the Member agrees that it may be sued by the Fund in any court having jurisdiction over the Fund and/or the Member for any contributions, charges, penalties or other monies that are not paid to the Fund on the due date thereof, including reasonable attorney fees and other related litigation expense in the collection of the same.

ARTICLE V COVERAGE

In consideration of payment of the Members' contributions as described by this agreement, the Fund agrees to the following:

1. Coverage. The Fund will promptly pay when due all compensation and other benefits required of the Member by South Dakota Workers' Compensation Law, as such law may be amended from time to time, and any such amounts or benefits due on the basis of Employers Liability.

2. Defense, Settlement, and Supplementary Payments. As respect to the coverage afforded by the terms of this agreement, the Fund shall:

a. defend any proceeding against the Member seeking such benefits and any suit against the Member alleging such injury and seeking damages on account thereof, even though such suit, proceeding, allegation, or demand may be groundless, false or fraudulent, but the Fund shall make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate.

b. pay all expenses incurred by the Member or the Fund, all costs assessed against the Member or Fund in any such proceeding or suit and all interest occurring after entry of judgment until the Member or Fund has paid or tendered or deposited in Court such part of a judgment as does not exceed the limit of the Fund's liability thereon.

3. Applicability of Coverage. Benefits under this agreement apply only to injuries occurring during a period in which the employer is a Member of the Fund. Coverage will not be provided for entities located outside of South Dakota. Those Members who are hiring employees

this Agreement, the coverage afforded by this Agreement shall apply in the same manner as if said Employee was performing work within the United States of America and subject to the Worker's Compensation Law of the State of South Dakota.

C. The coverage afforded by this Agreement shall not apply to persons who are citizens or residents of the United States of America and are temporarily within the country or countries stated in Article V Section 7 Sub-Section A of this Agreement.

All other terms, conditions, agreements and stipulation remain unchanged.

9. Agreement Modifications. This Agreement may be amended by the Board of Trustees with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the Fund for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

ARTICLE VI MEMBERS' OBLIGATIONS

Each Member agrees to be bound by all the terms, conditions and requirements of the bylaws of the Fund, as amended from time to time, and as provided to the Member upon application and acceptance of membership by the Fund, and to abide by the rules and regulations promulgated by the Fund for the administration of the Fund, which shall include, but are not limited to, the following:

1. Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Fund, its loss control administrator and/or agents to promote the general welfare of its employees. Each Member, however, shall remain solely responsible for all decisions concerning its safety program and practices and is independently charged with relying or not relying upon the evaluations and recommendations made by the Fund and/or its agents and is solely responsible for the final decision concerning its safety programs and practices.
2. When an injury to an employee covered by this agreement occurs, the Member shall immediately complete an Employer's First Report of Injury Form (DOL-LM-101) (most recent version) as issued by the South Dakota Department of Labor, Division of Labor and Management, and file the original with the appointed agent of the Fund who is to handle claims administration, or any other agent as appointed by the Fund.

the Member herein shall continue and survive the termination of membership of the Member as long as any liability or possibility of liability exists, as determined by the Fund, under this agreement.

ARTICLE VII MISCELLANEOUS

1. Should any section, provision or portion of this agreement be held or found unenforceable or invalid for any reason, the remaining sections, provisions and portions shall be unaffected by such holding or finding and shall remain in full force and effect.

2. This agreement contains the entire agreement between the parties with respect to the issues and coverages addressed herein, and no statement, promise, or inducement made by any signing party or agent of any signing party that is not contained in this agreement shall be valid or binding; all oral understandings between the parties are hereby merged into this agreement, and this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

3. Provided the Fund performs all of its obligations under this agreement, the Member agrees to defend, indemnify and hold the Fund, its Trustees and agents harmless from any and all liabilities, losses or damages that the Member may suffer by reason of this agreement, provided however, that the acts of the Fund, its Trustees and agents must be conducted in a good faith manner and in a manner reasonably believed to be in the best interests of the Fund and the individual Member.

4. The acceptance of a late contribution by the Fund or the acquiescence either through action or inaction of the Fund in any default or failure to comply with this agreement or the bylaws of the Fund by the Member shall not be a waiver of the right of the Fund to insist upon timely contributions and compliance with the other provisions of the bylaws of the Fund or this agreement in the event of any subsequent breach of this agreement or the bylaws of the Fund by the Member.

5. It is contemplated by the Fund and the Member that this agreement may be executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

**ARTICLE VIII
NOTICE**

Any notice required by this agreement shall be sufficient if delivered personally or given by depositing the same in a United States Post Office Box in a sealed, prepaid envelope, addressed to the person to be notified at his last address as the same appears in the records of the Fund, or any mail notice shall be deemed to have been given on the date of mailing, provided, that any notice that is mailed pursuant to a termination or cancellation of any right or obligation under this agreement shall be considered mailed on the date of mailing if said item is mailed by certified mail.

Notices to be given under this Agreement shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

**ARTICLE IX
EFFECTIVE DATE AND TIME**

The Fund shall operate on a fiscal year from 12:01 am January 1st to 12:01 am January 1st of the next year.

IN WITNESS WHEREOF, the parties hereto have entered into this intergovernmental contract and coverage document for the SDML Workers' Compensation Fund by the execution of the signatures below and acknowledge that they have and are authorized to enter into the same.

Dated _____ 2025


Name of Public Agency:

Authorized Signature: _____

Title: _____

Date _____ 2025

SDML Workers' Compensation Fund

By: 
Its: Administrator

3. If a claim is made or suit, or other proceeding is brought against the Member, the Member shall immediately forward to the Fund or its appointed agent every demand, notice, summons or other process received.
4. The Member shall cooperate with the Fund and its appointed agents and upon request shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses and shall otherwise cooperate as determined to be necessary by the Fund in the conduct of suits, hearings or proceedings.
5. The Members shall not, except at its own costs which shall not be reimbursed by the Fund, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by South Dakota Workers' Compensation Law.
6. Each Member shall make prompt payment of all contributions and payments as required under this agreement.
7. Each Member does hereby appoint the Fund, its Board of Trustees and any of its duly authorized and appointed agents as agent and attorney-in-fact to act on the Members behalf to file reports and pay expenses and all other things required or necessary insofar as they affect the Members liability under South Dakota Workers' Compensation Law or such Members obligation under the rules, regulations and orders of the South Dakota Department of Labor.
8. Each Member agrees that in the event of the payment of any loss by the Fund under this agreement, the Fund shall subrogate to the extent of such payment to all rights of the Member against any person or other entity legally responsible for damages of or on said losses, and in such event, the Member hereby agrees to render all reasonable assistance, other than pecuniary assistance, to effect recovery by the Fund under such right.
9. The trustees of the Fund, or their duly appointed and authorized agents, servants, employees or attorneys shall be permitted at all reasonable times to inspect the Members' work place, plants, works, machinery and appliances covered by this agreement and shall be permitted following the termination of membership to examine Members' books, vouchers, contracts, documents and records which show or tend to show or verify contributions which are payable or were paid to the Fund on any claim as it may appear to be due. Following membership termination, the Member agrees to cooperate in good faith and comply fully with the terms of this agreement as they relate to any and all liabilities still existing, or possibly still existing as determined by the Fund, under the agreement between the Fund and the Member. All rights and authorities herein granted the Fund and obligations of

outside the State of South Dakota may be offered coverage with prior approval of the Fund. Member employees traveling outside the State of South Dakota at the direction of the Member will be covered.

4. Conditions. If any changes in classification, rates or rating plans is or becomes applicable to the coverage under any law regulating this coverage or because of any amendments affecting the benefits provided by South Dakota Workers' Compensation Law, such coverage and changes shall be stated in an effective date thereof.

5. Payroll Records. Each Member shall maintain records of the information necessary for contribution computation and shall send copies of such records to the Fund at the end of the benefit period, or at such time during the benefit period as the Fund may direct.

6. Other Insurance. The Fund will not pay more than its share of damages and costs covered by this coverage and other insurance or self insurance. Subject to limits of liability that apply, all shares will be equal until the loss is paid. If any coverage, insurance or self insurance is exhausted, the shares of all remaining coverage, insurance and self insurance will be equal until the loss is paid.

7. Scope of Coverage for Foreign Voluntary Workers' Compensation and Employers' Liability For Traveling Employees.

A. The coverage afforded by this Agreement also applies to Employees as defined in Article V Section 8 of this Agreement, who are traveling for work at locations within the following county or countries:

anywhere in the world outside the United States or United States possessions and territories, except Countries or areas of Countries that are assigned, at any time during the Liability Period, a Travel Advisory Ranking of "Level 4: Do Not Travel" as shown on the US Department of State – Bureau of Consular Affairs website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>.

B. Benefits payable for Employees as defined in Article V Section 7 and Section 8 of this Agreement are the same as those that would be payable if the Employees in question were subject to the Worker's Compensation Law of the State of South Dakota.

8. Employees Covered

A. It is agreed that the coverage afforded by this Agreement applies to those Employees of the MEMBER who are traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of this Agreement.

B. With respect to any such Employee traveling at the direction of the MEMBER to work at locations within the country or countries not excluded under Article V Section 7 Sub-Section A of

defend and protect in accordance with this agreement, any Member of the Fund against liability as outlined in this agreement. This agreement and the activities hereunder shall not constitute doing an insurance business, nor the formation of a separate legal entity. Nothing contained herein is intended or should be construed to create an entity of any kind. This agreement is intended to create a contractual relationship and agreement between the signatories and all current and future Members of the Fund which shall now or at any time enter into this agreement and become Members of the Fund.

This agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually. Furthermore, nothing contained herein shall be construed so as to create responsibility in one Member for the liabilities of any other Member.

ARTICLE III MEMBERS COSTS

Fund Members' annual cost of membership will be based on contributions individually estimated on the basis of the payroll of the Member as provided by the Member. Yearly, at the anniversary of the contract, an audit will be conducted to determine actual payrolls and the audited and final contribution amount for each Member.

Rates approved by the Fund will be used to determine standard contributions for each Member. In the initial year, each Member's experience modification will be used as established by the NCCI (National Council of Compensation Insurance). If none has been promulgated, the Fund or its agent will provide an experience modifier.

ARTICLE IV MEMBERS, TERMS, WITHDRAWAL, TERMINATION

Membership in the Fund will be limited to public agencies, as defined by SDCL 1-24-1(1), or any joint power agreement or separate entities consisting entirely of public agencies which meet that definition. Membership in the Fund is subject to the approval of the Fund Board of Trustees.

The minimum term of membership shall be one (1) year. A Member may withdraw its membership for any year thereafter upon the giving of not less than sixty (60) days written notice, prior to the beginning of the new plan year, to the Fund or its agent(s). If a Member withdraws without the required sixty (60) day written notice prior to the end of the plan year, a sixty (60) day short rate penalty may be applied.

A Member may be terminated from the Fund under the rules set forth in the bylaws for reasons which include, but are not limited to, the following:



**FALL RIVER COUNTY
AUDITORS OFFICE
COURTHOUSE
906 NORTH RIVER ST
HOT SPRINGS, SOUTH DAKOTA 57747
PHONE: (605) 745-5130**

OL WILL PAY FR FOR PAYROLL 2024

Auditor	\$ 22,188.72	DOE	\$ 15,038.52
Dep Auditor	\$ 40,950.00	Dep DOE	\$ 21,840.00
Fica	\$ 4,830.11	Fica	\$ 2,821.21
Ret	\$ 2,457.00	Ret	\$ 2,212.71
Total	\$ 70,425.83	Total	\$ 41,912.44
Treasurer	\$ 22,188.72	States Atty	\$ 30,326.52
Dep Treas	\$ 40,950.00	Fica	\$ 2,319.98
Fica	\$ 4,830.11	Ret	\$ 1,819.59
Ret	\$ 3,788.32	Total	\$ 34,466.09
Total	\$ 71,757.15		
ROD	\$ 22,188.72	OTHER	
Dep ROD	\$ 21,840.00	Data Processing	\$ 15,550.00
Fica	\$ 3,368.20	Postage	\$ 2,000.00
Ret	\$ 2,641.72	EM	\$ 3,765.00
Total	\$ 50,038.64	GIS	\$ 2,588.96
		Total	\$ 23,903.96
		TOTAL	\$ 292,504.11

Sue does not get retirement taken out.

10100X4270211	\$ 30.63	Rec into Aud supply for going and doing sheriff inventory
10100X4260120	\$ 68.64	FR paid for OL portion
10100X4260120	\$ 3.42	FR paid for OL portion
10100X4260171	\$ 775.00	Software Services billings
10100X4260142	\$ 218.45	FR paid for OL JD Power ann subscription
10100x4220162	\$ 893.75	FR paid for Vanguard Appraisals

CONTINUING PROPERTY TAX-EXEMPT STATUS OF A PRIVATE ORGANIZATION APPLICATION
SDCL 10-4-19

Application must be filed with your County Director of Equalization before November 1st for consideration by the County Board of Equalization the following year.

APPLICANT INFORMATION

NAME OF ORGANIZATION NATIVE AMERICAN MISSION FUND MINISTRIES INC		EMAIL kendaltrivette@gmail.com	
MAILING ADDRESS PO BOX 20	CITY BATESLAND	STATE SD	ZIP CODE 57716-0000
PROPERTY ADDRESS (if different) 19347 US HWY 18, SD		PHONE NUMBER 605-890-1324	
COUNTY	LOCATED IN MUNICIPALITY/TOWNSHIP	PARCEL NUMBER 09000-03641-304-20	
LEGAL DESCRIPTION (include lot, block, subdivision, etc.) SE1/4NW1/4 LYING S & E OF US HWY 18, SEC 30, TWP 36, RG 41			
DESCRIBE ANY CHANGE IN USE OR OWNERSHIP None			

I certify that the above-described property has not changed in use or ownership during the past year, except as noted above, and therefore request the status be declared 0% % exempt for land / 0% % exempt for structures for the assessment year of 2024.

I declare under penalty of perjury under the law of South Dakota that the foregoing is true and correct.

APPLICANT SIGNATURE <i>Rm Twitte</i>	TITLE Pastor	DATE 11-14-24
---	-----------------	------------------

DIRECTOR OF EQUALIZATION OFFICE USE ONLY

THE REQUEST FOR PROPERTY TO CONTINUE TO BE CLASSIFIED AS TAX-EXEMPT IS:

() APPROVED () DENIED () ACKNOWLEDGE RECEIPT: Your request will be reviewed _____

NOTES/REASON FOR DENIAL

DIRECTOR OF EQUALIZATION OFFICE SIGNATURE	DATE
---	------

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

TO THE BOARD OF COUNTY COMMISSIONERS OF Oglala Lakota COUNTY,
SOUTH DAKOTA:

STATE OF SOUTH DAKOTA

County of Oglala Lakota } ss.

Native American Mission Fund Ministries Inc., being first duly sworn deposes

and says that _____ he has ground _____ for abatement or refund of taxes under the provisions of SDCL-10-18-1 as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

- 1. When an error has been made in any identifying entry or description of the property, in entering the valuation thereof or in the extension of the tax, to the injury of the complainant;
- 2. When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making assessment;
- 3. When the complainant or the property is exempt from the tax;
- 4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
- 5. When taxes have been erroneously paid or error made in noting payment or issuing receipt therefor;
- 6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.

MANDERSON PRECINCT RESULTS COMPARISON

TABULATOR RESULTS

Presidential Electors

Kamala Harris- 208
Chase Oliver-1
Donald Trump-25
Robert Kennedy Jr-10

+1
=
+1

State Representative

Sheryl Johnson -191
Dusty Johnson -56

=
+1

POST ELECTION AUDIT RESULTS

Presidential Electors

Kamala Harris-209
Chase Oliver-1
Donald Trump-26
Robert Kennedy Jr-10

State Representative

Sheryl Johnson -191
Dusty Johnson-57

ROCKYFORD PRECINCT RESULTS COMPARISON

TABULATOR RESULTS

Presidential Electors

Kamala Harris-79
Chase Oliver-1
Donald Trump-27
Robert Kennedy Jr-5

=
=
=
=

State Representative

Sheryl Johnson -72
Dusty Johnson -39

+1
=

POST ELECTION AUDIT RESULTS

Presidential Electors

Kamala Harris-79
Chase Oliver-1
Donald Trump-27
Robert Kennedy Jr-5

State Representative

Sheryl Johnson -72
Dusty Johnson -39

STATE OF SOUTH DAKOTA,
County of Oglala Lakota } ss. CERTIFICATE OF POST-ELECTION AUDIT

WE, THE UNDERSIGNED members of the post-election auditing board, do hereby certify the results of the audit for the following specified candidates or questions Presidential Electors for the election held on the 5th day of November, 2024. We completed the audit on the 2nd day of Nov, 24.

Precinct <u>Rockyford</u>			
Candidate Name/Ballot Question	Total Votes	Total Yes	Total No
<u>Kamala Harris</u>	<u>79</u>	 	
<u>Chase Oliver</u>	<u>1</u>	 	
<u>Donald Trump</u>	<u>27</u>	 	
<u>Robert Kennedy Jr.</u>	<u>5</u>	 	

The following is a brief description of the proceedings of this post-election audit:

Signed by a majority of the post-election auditing board:

Mark Donovan Post-Election Auditing Board Member
[Signature] Post-Election Auditing Board Member
[Signature] Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member

Attested under the SEAL by the Oglala Lakota County Auditor: Stacy Schmidt Deputy



STATE OF SOUTH DAKOTA,
County of Oglala Lakota } ss. CERTIFICATE OF POST-ELECTION AUDIT

WE, THE UNDERSIGNED members of the post-election auditing board, do hereby certify the results of the audit for the following specified candidates or questions State Representative for the election held on the 5th day of November, 2024. We completed the audit on the 22nd day of NOV, 24.

Precinct <u>Manderson Rockyford</u>			
Candidate Name/Ballot Question	Total Votes	Total Yes	Total No
<u>S Johnson</u>	<u>72</u>	 	
<u>D Johnson</u>	<u>39</u>	 	
		 	

The following is a brief description of the proceedings of this post-election audit:

Signed by a majority of the post-election auditing board:

Mark Donovan Post-Election Auditing Board Member
Myka Hutchinson Post-Election Auditing Board Member
[Signature] Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member

Attested under the SEAL by the Oglala Lakota County Auditor: Stacy Schmidt Deputy



STATE OF SOUTH DAKOTA,
County of Oglala Lakota } ss. CERTIFICATE OF POST-ELECTION AUDIT

WE, THE UNDERSIGNED members of the post-election auditing board, do hereby certify the results of the audit for the following specified candidates or questions Presidential Electors for the election held on the 5th day of November, 2024. We completed the audit on the 02 day of Nov, 24.

Precinct <u>Rockyford Manderson</u>			
Candidate Name/Ballot Question	Total Votes	Total Yes	Total No
<u>Kamala Harris</u>	<u>209</u>	 	
<u>Chase Oliver</u>	<u>1</u>	 	
<u>Donald Trump</u>	<u>26</u>	 	
<u>Robert Kennedy Jr</u>	<u>10</u>	 	

The following is a brief description of the proceedings of this post-election audit:

Signed by a majority of the post-election auditing board:

Mark Donovan Post-Election Auditing Board Member
Lucretia Hutchison Post-Election Auditing Board Member
[Signature] Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member
 _____ Post-Election Auditing Board Member

Attested under the SEAL by the Oglala Lakota County Auditor: Stacy [Signature]



Notice:

The Oglala Lakota County Commissioners are requesting letters of interest from any person interested in being appointed to the District 2 Commissioner seat. You must live within the boundaries of District 2 to be eligible to serve. The appointment to the vacancy is in effect beginning January 1, 2025 and continues through December 31, 2026. If the appointee wishes to continue to serve, they would need to run for a 2 year term at the beginning of 2026. The Board currently meets on the 2nd Monday of each month, with occasional Special meetings that are scheduled based on the need. The compensation is \$600.00/month, plus \$50.00 per meeting attended and round-trip mileage from your home to Hot Springs for each meeting. You may write a letter to the Board of County Commissioners and send it to the Oglala Lakota County Auditor's Office, 906 N River St, Hot Springs, SD 57747 or sue.ganje@state.sd.us. The letters of interest will be considered at the Commissioner meeting on December 9, 2024 at 2:30 p.m. Letters need to be received at the Auditor's Office no later than 5:00 p.m. on December 5, 2024.

/S/ Sue Ganje

Oglala Lakota County Auditor

[EXT] Letter of intent

From Anna Takes Shield <atakes88@gmail.com>

Date Wed 12/4/2024 1:55 PM


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

Please recognize this as my letter of intent to serve as the Oglala County Commission District 2 Representative. I bring over 10 years of service and knowledge.

Thank you,
Anna Takes the Shield

Fw: [EXT] Hollander v. Douglas County

From Lance Russell <lance_russell@yahoo.com>
Date Mon 9/30/2024 12:01 PM
To Ganje, Sue <Sue.Ganje@state.sd.us>
Cc Wendell W. Yellow Bull <wicasamaza2@yahoo.com>

 1 attachments (205 KB)
Hollander v Douglas County.rtf;

Sue:

Please forward to each of the Oglala Lakota County Commissioners for discussion purposes at next meeting.

Thank you,

Lance S. Russell
Attorney at Law
Russell Law Office P.L.L.C.
lance_russell@yahoo.com
605-745-3228

Mailing Address:
P.O. Box 184
Hot Springs, SD 57747

Office Location (deliveries/overnight mail):
141 S. Chicago St.
Hot Springs, SD 57747

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From: "westlaw@westlaw.com" <westlaw@westlaw.com>
To: "lance_russell@yahoo.com" <lance_russell@yahoo.com>
Sent: Monday, September 30, 2024 at 11:57:08 AM MDT
Subject: Hollander v. Douglas County

Lance Russell sent you content from Westlaw Edge.
Please see the attached file.

Item: Hollander v. Douglas County
Citation: 620 N.W.2d 181
Sent On: Monday, September 30, 2024
Sent By: Lance Russell
Client ID: 14223790-RFZDR8

Note:

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 KeyCite Yellow Flag - Negative Treatment
Distinguished by [Holland v. FEM Elec. Ass'n, Inc.](#), S.D., December 12, 2001

620 N.W.2d 181

Supreme Court of South Dakota.

Timothy HOLLANDER, Plaintiff and Appellant,
v.
DOUGLAS COUNTY, South Dakota, Defendant
and Appellee.

No. 21365.

Considered on Briefs Oct. 25, 2000.

Decided Dec. 20, 2000.

Synopsis

Former deputy sheriff sought judicial review of decision of county board of commissioners upholding his discharge. The Circuit Court, First Judicial Circuit, Douglas County, South Dakota, [Lee A. Tappe, J.](#), affirmed the board's decision, and deputy appealed. The Supreme Court, [Konenkamp, J.](#), held that: (1) county had a "for cause only" termination agreement with its employees; (2) procedural due process requirements of notice and an opportunity to be heard were satisfied; and (3) deputy's putting sheriff's name on ticket, taken together with his unprofessional treatment of victim of alleged domestic abuse, was sufficient to sustain his discharge for disciplinary purposes.

Affirmed.

Procedural Posture(s): On Appeal.

West Headnotes (16)

[1] **Constitutional Law** — Termination or discharge

Success in a former public employee's claim that he was not afforded due process in his termination depends in large part on the presence of a property right in continued employment. [U.S.C.A. Const.Amend. 14.](#)

2 Cases that cite this headnote

[2] **Constitutional Law** — Source of right or interest

Property interest worthy of due process protection must be granted or defined by a source independent from the Constitution, such as state law. [U.S.C.A. Const.Amend. 14.](#)

2 Cases that cite this headnote

[3] **Labor and Employment** — Termination; cause or reason in general

Personnel in an employment at will arrangement may be dismissed at any time for any reason. [SDCL 60-4-4.](#)

1 Case that cites this headnote

[4] **Constitutional Law** — Rights and interests protected in general

Employment at will creates no constitutionally protected property interest. [U.S.C.A. Const.Amend. 14.](#)

2 Cases that cite this headnote

[5] **Labor and Employment** — Manuals, Handbooks, and Policy Statements

Agreement to discharge for cause arises when an employee handbook explicitly provides, in the same or comparable language, that discharge can occur for cause only.

3 Cases that cite this headnote

[6] **Labor and Employment** — Manuals, Handbooks, and Policy Statements

Contract providing that termination will not occur absent cause will be implied where a handbook contains a detailed list of exclusive grounds for employee discipline or discharge, and a mandatory and specific procedure which the employer agrees to follow prior to any employee's termination.

9 Cases that cite this headnote

[7] **Counties** — Removal or other adverse action
Public Employment — Removal, separation, termination, and discharge in general

County had a "for cause only" termination agreement with its employees, where county policy provided that an employee could not be disciplined without engaging in some type of misconduct and consequently could not be terminated absent action constituting misconduct and county's disciplinary procedure did not explicitly reserve the right to terminate employees without notice in "appropriate instances."

2 Cases that cite this headnote

[8] **Constitutional Law** — Notice and Hearing

Fundamentally, due process requires notice and an opportunity to be heard. U.S.C.A. Const.Amend. 14.

3 Cases that cite this headnote

[9] **Constitutional Law** — Notice and Hearing

Basic due process guarantees of notice and an

opportunity to be heard must be granted at a meaningful time and in a meaningful manner. U.S.C.A. Const.Amend. 14.

3 Cases that cite this headnote

[10] **Constitutional Law** — Termination or discharge
Public Employment — State, local, and other non-federal personnel in general
Sheriffs and Constables — Term and tenure of office

County's providing former deputy sheriff with notice to appear before county board of commissioners to consider sheriff's recommendation that his employment be terminated, which notice detailed deputy's rights and the basis for sheriff's recommendation, together with deputy's participation in the hearing with counsel, including cross-examining witnesses against him and presenting evidence on his own behalf, satisfied procedural due process requirements of notice and an opportunity to be heard. U.S.C.A. Const.Amend. 14.

[11] **Constitutional Law** — Termination or discharge

Pre-termination hearings for public employees need not be elaborate and in general need not be full evidentiary hearings to satisfy due process requirements. U.S.C.A. Const.Amend. 14.

[12] **Public Employment** — Authority to impose a diverse action; manner and mode of imposition
Sheriffs and Constables — Term and tenure of office

County sheriff, who could only relieve deputy sheriff of his official duties, had no authority to fire deputy or remove him from the county

payroll until after county commissioners' decision to terminate his employment and, therefore, deputy suffered no significant detriment before his due process hearing. U.S.C.A. Const.Amend. 14.

[13] **Counties** → Appeals from decisions

In reviewing a case heard first by a county commission and then by a circuit court on appeal, the Supreme Court accords no deference to the circuit court's legal conclusions. SDCL 7-8-30.

[14] **Counties** → Removal or other adverse action
Public Employment → Removal, separation, termination, and discharge in general

Although fact findings of a county commission are viewed deferentially, the sufficiency of cause for termination of a county employee is fully reviewable as a legal question.

1 Case that cites this headnote

[15] **Public Employment** → Conduct or Misconduct in General
Sheriffs and Constables → Term and tenure of office

Former county deputy sheriff's conduct in putting sheriff's name on ticket, taken together with his unprofessional treatment of victim of alleged domestic abuse, was sufficient to sustain his discharge for disciplinary purposes; although deputy's misconduct was difficult to perceive as "major," he acted at cross-purposes with sheriff and used questionable judgment, falling below the standard expected of objective law enforcement officers.

[16] **Labor and Employment** → Conduct or misconduct in general

Standard for determining whether misconduct rises to the level which justifies discharging an employee is lower than that which determines whether an employee's misconduct will deprive him of unemployment compensation.

Attorneys and Law Firms

*182 Timothy R. Whalen, Lake Andes, SD, Attorney for plaintiff and appellant.

Stephen C. Landon and Michael A. Henderson of Cadwell, Sanford, Deibert & Garry, Sioux Falls, SD, Attorneys for defendant and appellee.

Opinion

KONENKAMP, Justice.

[¶ 1.] Timothy Hollander was fired from his position as a deputy sheriff for Douglas County. He challenged the decision and, following a trial, the circuit court upheld the discharge. In this appeal, we consider whether Hollander was properly categorized as an employee at will, and if not, whether he was afforded due process, and whether there was sufficient "cause" to support his dismissal. We conclude that he was not an employee at will under the terms of the county's disciplinary policy; however, he was given a due process hearing, and there were sufficient grounds to justify his dismissal.

Background

[¶ 2.] On the afternoon of January 31, 1999, Deputy Hollander was off-duty at home, entertaining guests at a Super Bowl Party. He was also recovering from the flu. Someone called him to report that a young woman with "a

lot of blood” on her *183 face and clothing was in a public park in Harrison, South Dakota. Hollander telephoned Sheriff Chuck Strehlow to ask him if he would respond to the call, saying, “I’m really not feeling up to it, Chuck. I’m kind of sick.” Strehlow, who was on call that weekend, agreed to go.

[¶ 3.] Not long afterwards, Hollander received another call that the Sheriff needed help. Hollander reached Sheriff Strehlow on the radio. According to Hollander, Strehlow said, “Yeah, I got a guy here on a domestic and I need somebody to transport him to Lake Andes. I’m afraid he’s going to run on me.” Hollander left for Harrison and on his way met Strehlow driving in the opposite direction. As they passed, Strehlow explained on the radio, “I’m en route to the hospital with this gal and you better get there because I think he might run on you.” Strehlow later testified that he also told Hollander to “arrest Dwight De Waard and take him to jail for domestic, simple assault domestic.” De Waard was supposed to be waiting at his residence, as Strehlow had told him he was going to be arrested.

[¶ 4.] On arriving in Harrison, Hollander found De Waard still at his home. He explained to De Waard that he was there to take him to jail. De Waard said, “Why am I the one that has to go to jail when she destroyed my house and beat me up.” Seeing some marks on De Waard’s face, Hollander replied, “Well, I can see that. But apparently Sheriff Strehlow has decided that she’s worse off than you, and I am ordered by him to take you to jail.” Hollander issued De Waard a citation using a Uniform Traffic Ticket/Complaint. In the box titled “Officer Issuing Summons,” Hollander wrote, “C. Strehlow.” Immediately below that box was another one for the officer’s signature. Hollander left it blank for Strehlow to sign.

[¶ 5.] Hollander read De Waard his Miranda rights, but did not tell De Waard that he was under arrest because Hollander believed Strehlow had already arrested him. On the way to the jail in Lake Andes, Deputy Hollander had De Waard sit on the passenger side of the car without being handcuffed. As Hollander later explained, “I had no fear of Dwight of what he was going to do. I’ve known him for some time and I didn’t see any ... reason that he was going to become upset or agitated, ... he was not violent by any means.” Hollander later met with Strehlow to discuss the matter before heading home. Strehlow expressed no concern at that time about the way Hollander filled out the ticket. After learning the full extent of the victim’s injuries, however, Strehlow charged De Waard with aggravated assault the next day.

[¶ 6.] De Waard was later released on bail subject to

conditions, including no contact with the victim, Linda Vore. About a week later, Vore telephoned Hollander. He knew Vore and De Waard as he “was friends with both of them.” She said she thought De Waard had removed some of her clothing from the house they shared, and she believed this violated the bail conditions. Hollander disagreed. She wanted De Waard arrested. Hollander refused. He told her that most of the things in the house belonged to De Waard. Hollander knew this, he later explained, because he had earlier spoken to De Waard and that is what De Waard told him.

[¶ 7.] Although there was no pending investigation against Vore, and no discussion between the Sheriff and Hollander about bringing a case against her, Deputy Hollander decided to use Vore’s call as “an opportunity to question her” about the incident: “I felt she was a suspect in simple assault.” According to Sheriff Strehlow’s report, Vore admitted to hitting De Waard first. However, the report went on to detail De Waard’s vicious reprisal. He began hitting her repeatedly, and getting on top of her, he beat her into unconsciousness. Indeed, when Strehlow first encountered Vore, she was bleeding badly from the area of her left eye. She ended up with a fractured cheekbone and eye damage.

*184 [¶ 8.] During their phone conversation, Vore told Hollander that she felt she deserved to have everything in the house because of what De Waard did to her face. Referring to the Sheriff’s report, Hollander responded, “Well, it says you did hit him first.” She reacted angrily, screaming “I did not.” She insisted the report was false. Then Hollander raised his own voice “to try to get over the top of what she was raised to me.” He said, “Well if you’re going to change your story and lie about it, that will be between you and the courts because it will come out in court. You’ll find out who’s telling the truth.” Hollander told Vore that he would still deal with the stolen clothes issue. Upset, Vore said that she would contact the Sheriff herself. Nonetheless, Hollander called De Waard who confirmed for Hollander that he had not taken Vore’s clothes, although he admitted he had been to the house. Hollander and Strehlow briefly discussed these matters the next day.

[¶ 9.] Vore told an employee at the safe house where she was staying that Hollander had been rude to her and had spoken to her in a loud, angry manner. The employee complained to Sheriff Strehlow. On February 8th, 1999, Strehlow called Hollander to his office. He told Hollander that he was firing him because of the Vore matter. Strehlow handed Hollander a letter informing him that his employment was terminated as of February 22, 1999. In that letter Strehlow cited [SDCL 7-12-11](#) as authority for his action.¹ Strehlow gave Hollander another letter on

February 10, 1999. It declared that his termination was effective immediately, giving the following reasons: Hollander had refused to arrest the aggressor in a domestic disturbance after being directed by the Sheriff to do so; he wrote a ticket with the Sheriff's name, possibly making the arrest illegal; and he was "very rude and unreasonable" with the victim, showing "great favoritism" toward the aggressor. On the same day, Hollander received a "notice of hearing" from the Douglas County Board of Commissioners. The notice included all of the allegations in Strehlow's letter and explained that Hollander had the right to a hearing, to confront and cross-examine witnesses, to have counsel present, and to offer evidence on his own behalf.

[¶ 10.] The hearing before the county commission took place on February 16, 1999. The entire proceedings, including deliberations, were transcribed by a court reporter. Hollander was present with counsel. His attorney cross-examined the witnesses and presented evidence on Hollander's behalf. After the testimony, the commissioners deliberated in executive session with the State's Attorney present and then announced their unanimous decision to discharge Hollander, in accordance with Strehlow's recommendation. In its written findings of fact, the commission found that Hollander committed "major misconduct" in the performance of his duties in that he "refused to arrest the aggressor in a domestic disturbance after being directed by the Sheriff to do so"; he issued the ticket in the Sheriff's name, "possibly making the arrest invalid"; he yelled at the victim over the phone, "telling her it was her fault that this happened"; and he "was very rude and unreasonable and showed great favoritism toward the aggressor."

[¶ 11.] Hollander appealed the decision to the circuit court, where a bench trial was held on August 25, 1999. In upholding the dismissal, the court ruled that Hollander was an at will employee who could be terminated without cause, but nonetheless, the court found that Hollander was afforded due process. Hollander appeals.

Analysis and Decision

1. Due Process Termination

[1] [2] [¶ 12.] The gravamen of Hollander's complaint is that he was not afforded *185 due process in his termination. Success in such a claim depends in large part on the presence of a property right in continued

employment. *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 538, 105 S.Ct. 1487, 1491, 84 L.Ed.2d 494, 501 (1985) (citations omitted). A property interest worthy of due process protection must be granted or defined by a source independent from the Constitution, such as state law. *Id.* See also *Hopkins v. Saunders*, 199 F.3d 968, 975 (8th Cir.1999)(citing *Board of Regents v. Roth*, 408 U.S. 564, 577, 92 S.Ct. 2701, 2709, 33 L.Ed.2d 548, 561 (1972)).

[3] [4] [¶ 13.] South Dakota is an employment at will state: "An employment having no specified term may be terminated at the will of either party on notice to the other...." SDCL 60-4-4; *Butterfield v. Citibank of South Dakota*, 437 N.W.2d 857, 859 (S.D.1989)(citing *Larson v. Kreiser's Inc.*, 427 N.W.2d 833, 834 (S.D.1988)). Personnel in an employment at will arrangement may be dismissed "at any time for any reason." *Petersen v. Sioux Valley Hosp. Assn.*, 486 N.W.2d 516, 520 (S.D.1992). Employment at will, therefore, creates no constitutionally protected property interest. *Haddle v. Garrison*, 525 U.S. 121, 125-26, 119 S.Ct. 489, 492, 142 L.Ed.2d 502, 508 (1998) (citations omitted).

[5] [6] [¶ 14.] Hollander argues that he was covered by the Douglas County "Disciplinary Action and Grievance Procedure," taking his employment outside South Dakota's employment at will law.² In *Osterkamp v. Alkota Manufacturing*, we recognized a narrow exception: it applies when an employer's discharge policy provides that termination will occur only for cause. See *Butterfield*, 437 N.W.2d at 859 (S.D.1989)(discussing *Osterkamp v. Alkota Manufacturing*, 332 N.W.2d 275 (S.D.1983)). The exception can develop in one of two ways. First, an agreement to discharge for cause arises when an employee handbook "explicitly provides, in the same or comparable language that discharge can occur for cause only." *Butterfield*, 437 N.W.2d at 859 (citations and internal quotations omitted); see also *Johnston v. DLORAH, Inc.*, 529 N.W.2d 201, 202 (S.D.1995). Second, a contract providing that termination will not occur absent cause will be implied "where the handbook contains a detailed list of exclusive grounds for employee discipline or discharge and, a mandatory and specific procedure which the employer agrees to follow prior to any employee's termination." *Butterfield*, 437 N.W.2d at 859.

[7] [¶ 15.] Our central inquiry is whether the county disciplinary policy expressed a clear intention to

surrender the statutory right to terminate employees at will. See *Johnston*, 529 N.W.2d at 202. If Hollander can show “that he could have been fired only for good cause,” he has a protected property interest in continued employment. See *Hopkins*, 199 F.3d at 975 (citing *Spitzmiller v. Hawkins*, 183 F.3d 912, 916 (8th Cir.1999)). Douglas County’s grievance policy provides:

9.1.5 Dismissal

The decision-making authority with the approval of the approval authority may terminate an employee from county employment for *disciplinary purposes*.

(Emphasis added). Language specifying that employees can be dismissed for “disciplinary purposes” denotes a requirement *186 of cause before termination can occur. See Black’s Law Dictionary 476 (7th ed. 1999)(defining discipline or disciplinary as “a sanction or penalty imposed after an official finding of misconduct.”) Under the county policy, therefore, an employee could not be disciplined without engaging in some type of misconduct and consequently could not be terminated absent action constituting misconduct.

[¶ 16.] Furthermore, Douglas County’s disciplinary procedure does not explicitly reserve the right to terminate employees without notice in “appropriate instances” as did the employer in *Butterfield*. See *Butterfield*, 437 N.W.2d at 859. In *Petersen* we emphasized that the express reservation by an employer of the right to terminate “at any time or for any reason” overcame language providing that “[e]mployees may be dismissed for any conduct ... deemed contrary to best interests of [employer]...” *486 N.W.2d at 520*. Douglas County’s disciplinary policy used no such disclaimer. We conclude that the county had a “for cause only” termination agreement with its employees. Because Hollander could only be terminated for cause, he had a property interest sufficient to trigger due process protections. See *Hopkins*, 199 F.3d at 975 (citations omitted).

[8] [9] [¶ 17.] The next step in our analysis is to ascertain what amount of process Hollander was due. *Loudermill*, 470 U.S. at 541, 105 S.Ct. at 1493, 84 L.Ed.2d at 503 (citations omitted). Fundamentally, due process requires “notice and an opportunity to be heard.” *Wuest v. Winner School District*, 2000 SD 42, ¶ 25, 607 N.W.2d 912, 917 (citations omitted); *In Re Cancellation of the Stabio Ditch Water Right on Spearfish Creek*, 417 N.W.2d 391, 394 (S.D.1987). These basic guarantees must be granted at a “meaningful time and in a

meaningful manner.” *Schrank v. Pennington County Bd. of Comm’rs.*, 1998 SD 108, ¶ 13, 584 N.W.2d 680, 682 (SD 1998) (citations and internal quotations omitted). Thus, we must ask whether Hollander had notice and an opportunity to be heard, “before he was deprived of any significant property interest.” *Loudermill*, 470 U.S. at 542, 105 S.Ct. at 1493, 84 L.Ed.2d at 503–04 (citations and internal quotations omitted).

[10] [11] [¶ 18.] On February 10, 1999, Hollander received a notice to appear before the Douglas County Board of Commissioners “to consider the Douglas County Sheriff’s recommendation that [his] employment be terminated.” The notice detailed Hollander’s rights and the basis for the Sheriff’s recommendation. Hollander participated in the hearing with counsel. He had the opportunity to cross-examine the witnesses against him and to present evidence on his own behalf. This satisfies the procedural due process requirements of notice and an opportunity to be heard. Pre-termination hearings need not be elaborate and in general need not be full evidentiary hearings. See *Loudermill*, 470 U.S. at 545, 105 S.Ct. at 1495, 84 L.Ed.2d at 506 (citations omitted).

[12] [¶ 19.] Hollander argues that he was effectively terminated before the county commission heard his case; therefore, he was not granted a pre-termination hearing. He believes that Sheriff Strehlow’s letters and comments dismissing him effectively terminated his position. Strehlow on his own, however, had no authority to fire Hollander. Strehlow could only relieve Hollander of his official duties as a deputy sheriff. See *SDCL 7–12–11*. Furthermore, it is undisputed that Hollander was not removed from the county payroll until after the commissioners’ decision. Therefore, Hollander suffered no significant detriment before his due process hearing. See *Loudermill*, 470 U.S. at 542, 105 S.Ct. at 1493, 84 L.Ed.2d at 503–04 (citations and internal quotations omitted).

2. Sufficient Cause to Terminate

[13] [14] [¶ 20.] In reviewing a case heard first by a county commission and then by a circuit court on appeal under *SDCL 7–8–30*, we accord no deference to *187 the circuit court’s legal conclusions. *Coyote Flats, L.L.C. v. Sanborn County Comm’n.*, 1999 SD 87, ¶ 7, 596 N.W.2d 347, 349 (citing *Gregoire v. Iverson*, 1996 SD 77, ¶ 14, 551 N.W.2d 568, 570; *Tri County Landfill Ass’n v. Brule County*, 535 N.W.2d 760, 763 (S.D.1995)). Although fact

findings are viewed deferentially, the sufficiency of cause for termination is “fully reviewable as a legal question.” *Green v. City of Sioux Falls*, 2000 SD 33, ¶ 21, 607 N.W.2d 43, 48 (citations omitted). The circuit court made few findings on the propriety of Hollander’s termination in light of its holding that Hollander was an employee at will. Yet, what findings there were coincided with the commission’s findings. We look to the findings of both the circuit court and the commission to decide if there was sufficient evidence to sustain the commission’s ruling.

[15] [¶ 21.] To justify termination for “disciplinary purposes” some degree of misconduct is required. Two specific instances identified by both the circuit court and the county commission can adequately be characterized as misconduct. It is undisputed that Hollander did not place his own name on the ticket he issued to DeWaard. Both the commission and the court were in a better position to decide whether to believe the Sheriff who said he told Hollander to “arrest” the suspect, or Hollander who said the command was merely to “transport.” The court ruled that Hollander had handled the call from Linda Vore improperly. Likewise, the commission found “that Tim Hollander started to scream at the victim telling her it was her fault ...” and “[t]hat Tim Hollander was very rude and unreasonable and showed great favoritism to the aggressor.” We review such findings with deference because the circuit court and the commission had the opportunity to evaluate credibility firsthand. See *Tri County Landfill Ass’n*, 535 N.W.2d at 763. After reviewing the transcript, we cannot say these findings are clearly erroneous.

[16] [¶ 22.] From our reading of the record, Hollander’s misconduct is difficult to perceive as “major,” but he acted at cross-purposes with the Sheriff and used questionable judgment, falling below the standard expected of objective law enforcement officers. As the Sheriff testified, it came down to a matter of trust. “The standard for determining whether misconduct rises to the level which justifies discharging an employee is lower than that which determines whether an employee’s misconduct will deprive him of unemployment compensation.” *City of Sioux Falls v. Miller*, 1996 SD 132, ¶ 12, 555 N.W.2d 368, 371 (citations omitted). Hollander’s conduct in putting Strehlow’s name on the ticket may not alone have been adequate to justify termination. This action, however, taken together with his unprofessional treatment of Vore will sustain his discharge for disciplinary purposes. Consequently, sufficient evidence supported a finding of just cause for dismissal.

[¶ 23.] Affirmed.

[¶ 24.] MILLER, Chief Justice, and SABERS, AMUNDSON, and GILBERTSON, Justices, concur.

All Citations

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Footnotes

- ¹ SDCL 7–12–11 provides in part: “the sheriff may relieve any deputy, jailer or clerk of any or all official responsibilities and duties, summarily.”
- ² Hollander also argues that all public employees “are excepted from the employee at will definition by virtue of *Cleveland Board of Education v. Loudermill*.” Our acceptance of such an argument would implicitly repeal SDCL 60–4–4. We note that the plaintiffs in *Loudermill* were classified as civil servants who by statute could be discharged only for cause. *Loudermill*, 470 U.S. at 535, 105 S.Ct. at 1490, 84 L.Ed.2d at 499. Hollander also relies on *Lee v. South Dakota Department of Health*, in making this argument. 411 N.W.2d 108 (S.D.1987). Like the employees in *Loudermill*, the employees in *Lee* had a property interest granted by an independent source, namely the department’s rules and regulations. *Id.* at 112. Consequently, on this point we find Hollander’s argument meritless.

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