

## **FALL RIVER COUNTY UNAPPROVED MINUTES OF SEPTEMBER 22, 2022**

The Fall River Board of County Commissioners met in regular session on September 22, 2022. Present: Joe Allen, Les Cope, Joe Falkenburg, Heath Greenough, Deb Russell and Sue Ganje, Auditor.

The Pledge of Allegiance was given, and the meeting called to order at 9:00 a.m.

The agenda was reviewed for conflicts; none were noted. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED. The full context of the meeting can be found on the county website under Commissioners at <http://fallriver.sdcountries.org>, or, under Fall River County Commission, SD at <http://www.YouTube.com>.

Motion made by Russell, seconded by Allen, to approve the agenda as written.

Motion made by Greenough, seconded by Russell, to approve the September 1, 2022 minutes, with the correction that it was the Angostura Fire District, not the Minnekahta Fire District.

Motion made by Russell, seconded by Cope, to approve the Auditor's Account with the Treasurer for August 2022 as follows:

### **AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER**

TO THE HONORABLE BOARD OF FALL RIVER 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 August 2022.

<b>Total Amount of Deposit in First Interstate Bank, HS:</b>	\$	272,349.98
<b>Total Amount of Deposit in First National Bank, Lead:</b>	\$	1,000.00
<b>Total Amount of Deposit in First National Bank-ARP Checking, Lead:</b>	\$	1,000.00
<b>Total Amount of Cash:</b>	\$	2,611.69
<b>Total Amount of Treasurer's Change Fund:</b>	\$	900.00
<b>Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:</b>	\$	15,136.21
<b>SAVINGS:</b>		
#4) First Interstate Bank, HS:	\$	313,096.40
#10) First National Bank of Lead: ICS Acct	\$	1,049,248.28

#18) First National Bank of Lead-ARP ICS Acct	\$	1,031,681.49
#20) First National Bank of Lead-RAI MM Acct	\$	111,913.01

**CERTIFICATES OF DEPOSIT:**

#9) First Interstate, HS:	\$	-
#8) Black Hills Federal Credit Union, HS:	\$	250,000.00
#14) Schwab Treasury:	\$	24,730.05
#15) First National Bank, Lead:	\$	315,294.45
#16) Black Hills Community, Rapid City:	\$	826,288.29
#17) Liberty National, Sioux Falls:	\$	4,071,779.21
#21) Schwab Treasury 2 Yr:	\$	269,225.63
#22) Schwab Treasury 2 Yr:	\$	984,271.88
#23) Schwab Treasury 2 Yr:	\$	983,437.50

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

Register of Deeds Change Fund:	\$	500.00
Highway Petty Cash:	\$	20.00
Election Petty Cash:	\$	15.00

**RETURNED CHECKS:**

Remedy Ranch/John Rivard	8/29/2022	\$	796.27
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**TOTAL \$ 10,525,295.34**

Dated This 31st Day of August 2022.

/s/Sue Ganje, County Auditor of Fall River County

/s/Teresa Pullen, County Treasurer of Fall River County

County Monies	\$	10,136,019.88
Held for other Entities	\$	134,242.57
Held in Trust	\$	255,032.89
<b>TOTAL</b>	<b>\$</b>	<b>10,525,295.34</b>

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.

Motion made by Russell, seconded by Allen, to approve the travel reimbursement resolution as follows:



## FALL RIVER COUNTY RESOLUTION #2022-42

WHEREAS, Fall River County follows rates set by the State of South Dakota for mileage, meals and lodging; and

WHEREAS, new rates have been set as follows:

**Mileage:** \$0.51 per mile; \$0.28 per mile if a fleet vehicle is available but the full-time employee opts to use a private vehicle;

**In-state meal rates of:**

\$6.00 if the employee leaves before 5:31 a.m. and returns after 7:59 a.m.;  
\$14.00 if the employee leaves before 11:30 a.m. and returns after 12:59 p.m.;  
\$20.00 if the employee leaves before 5:31 p.m. and returns after 7:59 p.m.;  
\$40.00 Total

**Out-of-state meal rates of:**

\$10.00 if the employee leaves before 5:31 a.m. and returns after 7:59 a.m.;  
\$18.00 if the employee leaves before 11:30 a.m. and returns after 12:59 p.m.;  
\$28.00 if the employee leaves before 5:31 p.m. and returns after 7:59 p.m.;  
\$56.00 Total

**Lodging In-state:**

Up to \$120.00 plus tax a day from check-in

**Lodging Out-of-state:**

\$175.00 plus tax

NOW THEREFORE BE IT RESOLVED that the above rates are effective September 12, 2022.

Passed and approved this 22<sup>nd</sup> day of September, 2022.

/s/Joe Falkenburg, Chair

Fall River Board of County Commissioners

ATTEST:

/s/Sue Ganje

Fall River County Auditor

Motion made by Cope, seconded by Russell, to approve the pay raises for Jay Miles (Highway Department), \$17.05 to \$18.05, (2080 hours), effective September 13, 2022 and Brian Martin (Highway Department), \$18.05 to \$18.80, (6-month review), effective September 14, 2022, as per union contract.

Motion made by Russell, seconded by Allen, to surplus to junk a Sharp Adding Machine, #01570, Auditor's Office and 2 APC Back-up Power Supply, #02023 and #02026, Director of Equalization's Office.

Motion made by Allen, seconded by Russell, to approve the Order of Incorporation resolution as follows:

**FALL RIVER COUNTY RESOLUTION #2022-43**

**ORDER FOR ORGANIZATION AND INCORPORATION OF THE COBBLESTONE MOUNTAIN ESTATES ROAD DISTRICT FALL RIVER COUNTY, SOUTH DAKOTA**

WHEREAS, all voting property owners that are within the proposed district have agreed to and petitioned for the organization of the Cobblestone Mountain Estates Road District, and

WHEREAS, an Election was held on September 6, 2022 asking the voters to accept or reject the formation of the Cobblestone Mountain Estates Road District, with 20 voters accepting and 0 voters rejecting the formation of the Cobblestone Mountain Estates Road District, and

NOW, THEREFORE, BE IT ORDERED, that the Fall River County Commissioners shall declare the Cobblestone Mountain Estates Road District to be organized and established as a governmental subdivision of the State of South Dakota and a public body, corporate and political, effective as of today's date, with taxing authority for the 2022 tax year payable in 2023 and after, and

BE IT FURTHER ORDERED, that the Cobblestone Mountain Estates Road District be described as follows:

Lots 1 thru 14, Lot 15R, Lots 16 thru 22, Lots 25 thru 26, Lots 29 thru 34, Lots 37 thru 39, Lots 42 thru 45, Lot 46R, Lot 48R, Lot 53, Lots 55 thru 57, Lots 63 thru 66, Schorfheide Tract, Appaloosa Ridge Tract, Adams Tract, Double B Tract, White Tract, and Lonestar Ranch Tract, all of Cobblestone Mountain Estates Subdivision located in Sec 1 & 2, T7S, R5E, BHM, Fall River County, South Dakota.

Dated this 22 day of September, 2022

/s/Joe Falkenburg, Chairman  
Fall River County Commissioner

ATTEST:

/s/Sue Ganje  
Fall River County Auditor

Motion made by Russell, seconded by Allen, to approve the transfer of funds in the amount of \$206,500.00 to Highway Fund, as designated in the 2021 yearend General Fund Surplus Analysis.

With Greenough voting no, all others voting yes, motion carried.

Motion made by Cope, seconded by Russell, remove the medical lien for George Krenz as it should be the County's responsibility.

Motion made by Russell, seconded by Allen, to approve the request for leave without pay as per the Fall River County Employee Policy Manual, policy #6.3.6 for Carlee Weishaupl.

There were no applicants for county assistance.

Bob Evans, Sheriff, reported to the Board that there are 10 males and 3 females in the Fall River County Jail, with 1 male and 2 females in the Pennington County Jail, for a total of 16 inmates. There is 1 female in Meade County that Deputy Logue will be bringing back soon.

Motion made by Greenough, seconded by Cope, approve hiring Blaine Wilson, Deputy Sheriff, \$19.50 per hour, effective August 29, 2022, as per union contract.

Motion made by Russell, seconded by Greenough, to approve raising the 24/7 technician wage increase from \$13.00 per hour to \$16.00 per hour, effective September 22, 2022, in anticipation of receiving 24/7 staffing grant funds.

Motion made by Greenough, seconded by Russell, to approve the request to increase the mileage rate for civil paperwork service to \$0.59 per mile, to offset costs, as per SDCL 7-12-18(4), effective September 13, 2022.

Evans reported that there are vehicles that still need repairs. On the advice of the State's Attorney, the plan is to wait to put the Angostura Fire District on the agenda until Stacey Martin, GIS, is back to assist with the project.

Frank Maynard, Emergency Management, met with the Board. Motion made by Greenough, seconded by Russell, to approve travel for Maynard to attend the 2022 Safety and Loss Control Training Conference in Pierre, November 2<sup>nd</sup> and 3<sup>rd</sup>, 2022.

Discussion was held on grant work for the Community Wildfire Protection Plan, bringing items to surplus to the next meeting, as well as bringing back price quotes on a new computer. Maynard also reported on fires and incidents.

Maynard presented an Executive Proclamation to honor his son after his retirement from the Army, from the State of South Dakota on September 30<sup>th</sup>, 2022. Commissioner Falkenburg asked that the County also do an Executive Proclamation to recognize Maynard's son at the same time. Commissioner Russell thanked Maynard for all his hard work he has done for the County through Safety Benefits.

Motion made by Russell, seconded by Allen, to approve hiring Sydney Belt, Jordan Hanson and Paula Heimgartner as deputy coroners.

Teresa Pullen, Treasurer, reported to the Board about the Fall Convention, recently held in Pierre. Pullen discussed the new license plates that were coming in January, new guidelines for the Elderly and Disability Freeze and learning from other auditors and treasurers that were in attendance.



Motion made by Cope, seconded by Russell, to use Public Surplus Program as needed for auction items, tax deed properties, etc.

Discussion was held on interest rates being near 4% on the Treasury bills the County has.

The contingency hearing was held. Motion made by Allen, seconded by Russell, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2022-44**  
**Contingency Transfer 2022, #3**

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: Juvenile Care 10100X4272215, \$22,620.00

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners to adopt the Contingency Transfer #3 for 2022.

Dated at Fall River County, South Dakota this 22<sup>nd</sup> day of September 2022.

ATTEST:	<u>/s/Joe Falkenburg</u>
	Fall River County Board of Commissioners
<u>/s/Sue Ganje</u>	
Fall River County Auditor's Office	

Randy Seiler, Highway Superintendent, met with the Board for the Fall River County 2023-2027 5-year county Highway and Bridge Improvement Plan. Motion made by Russell, seconded by Allen, to approve the 2023-2027 5-year plan. With all voting yes, by roll call vote, motion carried.

Motion made by Cope, seconded by Russell, to approve the Application for Road Approach Permit for Jared Stearns on the north side of Indian Canyon Road, Road #3292, approximately 100 yards west of the intersection to Plum Creek Road and will serve a residence.

Motion made by Allen, seconded by Russell, to approve the Application for Road Approach Permit for Dave Gobbo on the east side of Angostura Road, Road #1 and will serve a residence.

Motion made by Greenough, seconded by Russell, to approve the August 2022 transfers to reimburse the Highway Department for fuel used or work performed as follows: Sheriff's Department for \$5,013.90; Weed and Pest Office for \$606.31; Building for \$104.92; Emergency Management for \$214.86; and Director of Equalization for \$314.95.

Fuel quotes were presented as follows:

9/19/2022 Fuel Quotes	8,000-Gal Diesel
Nelson's	\$3.75/gallon
MG Oil	No Bid



PJ's Hi-D-Way

No Bid

Motion made by Russell, seconded by Allen, to approve the low and only bid from Nelson's for 8,000 gallons of diesel #2 at \$3.75 per gallon, for a total of \$30,000.00.

Motion made by Russell, seconded by Allen, to approve travel for Seiler to attend the Road Conference on October 18<sup>th</sup> and October 19<sup>th</sup>, 2022, in Rapid City, SD.

Discussion was held on bringing back a report on the Road Conference.

Mowing will be completed next week. They will start hauling gravel the 1<sup>st</sup> of October. Commissioner Falkenburg requested washboard roads be higher priority after it rains. The Highway Department got a grant to do striping on certain roads, which will be completed soon. Commissioner Greenough spoke of complaints on load limits east of Oral; he'd like to see the limits removed to allow for hay and grain hauling.

Motion made by Allen, seconded by Greenough, to approve the bills as follows:

**GENERAL FUND**

A & B WELDING SUPPLY CO.	SUPPLY	\$17.69
AMAZON CAPITAL SERVICES	SUPPLIES	\$613.91
AUDRA HILL CONSULTING, INC	MI QMHP EVALUATION	\$973.28
CURA HOSPITALITY	INMATE MEALS	\$11,380.97
A-Z SHREDDING INC	SHREDDING	\$60.34
BOB BARKER COMPANY INC	SUPPLY	\$277.38
BLACK HILLS CHEMICAL	SUPPLY	\$527.71
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$5,269.07
CAMERON, GEORGE	COURT REPORT	\$79.80
CENTURY BUSINESS LEASING	COPIER LEASE/USAGE/METER	\$1,088.68
CHEYENNE RIVER ANIMAL HOSPITAL	VISIT	\$80.00
CHEYENNE SANITATION	SANITATION COLLECTION	\$376.73
CLINICAL LABORATORY	AUTOPSY	\$1,675.00
COLBATH & SPERLICH, PC	CAAF	\$848.83
CORRECT RX PHARMACY SERV.	INMATE PHARMACY	\$34.08
CULLEN, DAN	TRAVEL REIMBURSEMENT	\$197.50
CULLIGAN SOFT WATER	RENTAL/SUPPLY	\$223.50
EAGLE ENTERPRISES LLC	SUPPLY	\$166.98
ELECTION SYSTEMS & SOFT	ELECTION SUPPLY	\$1,694.67
EN-TECH LLC	FUMIGATION	\$125.00
EXECUTIVE MGMT FINANCE	BIT NETWORK FEES	\$103.75
DUDE SOLUTIONS, INC.	GIS SUPPORT CONTRACT	\$329.55
FALL RIVER AUTO SUPPLY	SUPPLY	\$187.76
FARRELL, FARRELL & GINSBACH	CAAF	\$6,104.82
FED EX	SHIPPING	\$16.35
FALL RIVER COUNTY HERALD	PUBLICATION	\$1,462.48

GANJE, SUE	TRAVEL REIMBURSEMENT	\$60.00
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$5,961.99
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$2,161.54
GOVERNORS INN	LODGING	\$540.00
GRAFIX SHOPPE	GRAPHICS	\$1,373.78
HOT SPRINGS ACE HARDWARE	SUPPLY	\$344.95
HOSTERMAN, RACHEL	REIMBURSEMENT	\$14.00
HOT SPRINGS AUTOMOTIVE	SUPPLY	\$70.71
CITY OF HOT SPRINGS	CITY WATER BILL	\$1,312.49
LARSON, DANA	QMHP/MI	\$50.00
LARSON, VAL	QMHP/MI	\$15.00
LEWNO, LUCY	QMHP/MI	\$115.57
LOCKWOOD, DARCY	QMHP/MI	\$15.00
LYNN'S DAKOTAMART	SUPPLY	\$44.01
LYNN'S DAK. MART PHARMACY	INMATE PHARMACY	\$1,894.23
MARCO	COPIER LEASE	\$186.20
MASSA DENTAL OFFICES PC	INMATE MEDICAL	\$32.00
MASTEL, BRUCE	DATABASE SETUP & MON	\$35.00
MAVERICK TIRE & AUTO	SERVICE	\$241.79
MCLEOD'S OFFICE SUPPLY CO.	SUPPLY	\$286.14
MICROFILM IMAGING SYSTEMS	SCANNING LEASE	\$50.00
MIDWEST RADAR & EQUIPMENT	EQUIPMENT	\$41.00
MONUMENT HEALTH	INMATE MEDICAL	\$249.68
MONUMENT HEALTH SERVICES	MORGUE FEE	\$922.00
QUADIENT FINANCE USA, INC	POSTAGE	\$983.45
ONSITE FIRST AID, LLC	SUPPLY	\$483.60
PENNINGTON COUNTY JAIL	INMATE HOUSING/TRANSPORT	\$4,774.44
PENNINGTON COUNTY	QMHP/MI	\$99.00
QUILL CORPORATION	SUPPLIES	\$117.28
CITY OF RAPID CITY	BLOOD ANALYSIS	\$280.00
RUSSELL, DEBORAH	TRAVEL REIMBURSEMENT	\$165.00
DEPT OF AG & NATURAL RES.	SUPPLY	\$2,800.00
SD DEPARTMENT OF HEALTH	BLOOD DRAW ANALYSIS	\$1,485.00
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$60.00
SD SHERIFF'S ASSOCIATION	LAW ENFORCEMENT CONFERENCE	\$50.00
SERVALL	RUGS AND MATS SERVICE	\$736.25
SOUTHERN HILLS LAW PLLC	CAAF	\$3,278.45
STEVEN'S AUTOMOTIVE	SERVICE	\$673.52
NORTON, MIKAYLA	BLOOD DRAW	\$375.00
TIMMINS, KATHY L	TRAVEL REIMBURSEMENT	\$60.00
TWO BEAR, JOSEPH P	REIMBURSEMENT	\$376.70
WARNE CHEMICAL & EQUIP.	SUPPLY	\$125.00
WENDELL'S GARAGE	SERVICE	\$565.70

THOMSON REUTERS	LAW BOOK SUBSCRIPTION	\$296.00
WESTERN SD JUV SERV CTR	JUVENILE SERVICES	\$17,980.00
WILSON, BLAINE	REIMBURSEMENT	\$1,538.50
YANKTON CO. SHERIFF	PAPERS SERVED	\$50.00
FLEMING, MELISSA	JAIL TV	\$90.51
JANIS, BOBBIE	TRAVEL REIMBURSEMENT	\$60.00
MILES, SASHA	BLOOD DRAW	\$75.00
COMMISSIONERS	SEPTEMBER SALARIES	\$4,100.00
AUDITOR'S OFFICE	SEPTEMBER SALARIES	\$20,666.77
AUDITOR'S OFFICE	OVERTIME	\$518.59
TREASURER'S OFFICE	SEPTEMBER SALARIES	\$17,007.72
TREASURER'S OFFICE	OVERTIME	\$307.61
STATE'S ATTORNEY'S OFFICE	SEPTEMBER SALARIES	\$14,965.06
STATE'S ATTORNEY'S OFFICE	OVERTIME	\$789.55
MAINTENANCE	SEPTEMBER SALARIES	\$10,086.79
MAINTENANCE	OVERTIME	\$94.22
ASSESSOR'S OFFICE	SEPTEMBER SALARIES	\$16,253.50
ASSESSOR'S OFFICE	OVERTIME	\$165.28
REGISTER OF DEED'S OFFICE	SEPTEMBER SALARIES	\$9,373.58
REGISTER OF DEED'S OFFICE	OVERTIME	\$25.93
VETERAN'S SERVICE OFFICE	SEPTEMBER SALARIES	\$4,143.36
GIS OFFICE	SEPTEMBER SALARIES	\$4,090.15
SHERIFF	SEPTEMBER SALARIES	\$31,595.07
SHERIFF	OVERTIME	\$3,560.41
JAIL	SEPTEMBER SALARIES	\$28,038.72
JAIL	OVERTIME	\$2,482.53
CORONER	SEPTEMBER SALARIES	\$300.00
NURSE'S OFFICE	SEPTEMBER SALARIES	\$4,172.28
EXTENSION OFFICE	SEPTEMBER SALARIES	\$2,376.50
EXTENSION OFFICE	OVERTIME	\$78.75
WEED & PEST OFFICE	SEPTEMBER SALARIES	\$4,414.75
	TOTAL FOR GENERAL FUND	\$267,118.43

#### **COUNTY ROAD & BRIDGE**

AMAZON CAPITAL SERVICES	SUPPLIES	\$224.99
BLACK HILLS ELECTRIC	UTILITY	\$35.00
BLACK HILLS ENERGY	UTILITY POWER ELECTRIC	\$414.59
CHEYENNE SANITATION	SANITATION COLLECTION	\$79.00
CITY OF EDMONT	CITY OF EDMONT WATER	\$84.10
FLOYD'S TRUCK CENTER	SUPPLY	\$82.33
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$263.70
HOT SPRINGS AUTOMOTIVE	SUPPLIES	\$321.78
CITY OF HOT SPRINGS	CITY WATER BILL	\$134.94



KD CONTRACTORS INC	GRAVEL	\$161,867.64
MG OIL	SUPPLY	\$948.20
POMP'S TIRE SERVICE INC.	TIRES	\$1,400.84
QUILL CORPORATION	SUPPLIES	\$40.99
RAMKOTA HOTEL-PIERRE	LODGING	\$192.00
HIGHWAY DEPARTMENT	SEPTEMBER SALARIES	\$41,483.00
HIGHWAY DEPARTMENT	OVERTIME	\$1,040.77
	TOTAL COUNTY ROAD & BRIDGE	\$208,622.37
<b>911 SURCHARGE REIMBURSEMENT</b>		
CENTURY BUSINESS LEASING	COPIER LEASE & METER	\$87.44
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$25.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$813.50
POWERPHONE INC	TRAINING	\$417.80
DISPTACH	SEPTEMBER SALARIES	\$20,493.02
DISPTACH	OVERTIME	\$4,292.86
	TOTAL FOR 911 SURCHARGE REIMBURSEMENT	\$26,130.12
<b>EMERGENCY MANAGEMENT</b>		
GOLDEN WEST TECHNOLOGIES	IT SUPPORT/CONTRACT	\$8.50
GOLDEN WEST	PHONE BILL/LONG DISTANCE	\$153.81
MARCO	COPIER LEASE	\$38.90
US GEOLOGICAL SURVEY	GEOLOGICAL SURVEY	\$4,480.00
FR EMERGENCY MANAGEMENT OFFICE	SEPTEMBER SALARIES	\$5,292.22
	TOTAL FOR EMERGENCY MANAGEMENT	\$9,973.43
<b>24/7 SOBRIETY FUND</b>		
QUILL CORPORATION	SUPPLIES	\$98.79
24/7 OFFICE	SEPTEMBER SALARIES	\$1,813.50
	TOTAL FOR 24/7 SOBRIETY FUND	\$1,912.29
	TOTAL PAID BETWEEN 9/2/22 AND 9/22/22	\$513,756.60

Break was taken at 9:56 a.m. and the meeting reconvened at 10:04 a.m.

Public comment was heard from Susan Henderson about the next Republican Women's Luncheon, the Weed and Pest Department, bald eagles, burrowing owls and prairie dogs.

Dave Weishaupl, Building Supervisor, met with the Board and presented propane quotes as follows:

9/19/2022 Propane Quotes	6,600-Gal Propane
Nelson's	\$1.89/gallon
McGas	\$1.90/gallon
PJ's Hi-D-Way	\$2.09/gallon

Motion made by Russell, seconded by Cope, to approve the low bid from Nelson's for 6,660 gallons of propane at \$1.89 per gallon, for a total of \$12,474.00.



Heath Greenough, Commissioner, spoke of the U.S. Railways grain shipments, the potential shutdown because of a strike. Greenough wanted to get the information to the Board for now, with a possible letter in the future, dependent on how the union vote goes.

Joe Falkenburg, Commissioner, met with the Board. Motion made by Cope, seconded by Greenough, to approve sending a letter to the Governor, Representatives, Senators, Jeff Tomac, Black Hills National Forest Supervisor and Julie Goodman, National Grasslands Supervisor, about the Rewilding of the American West.

Deb Russell, Commissioner, reported to the Board about the Fall Convention held in Pierre. Russell spoke of ways to budget forecast, which is difficult, partnership in assisting veterans, pros and cons of unions, civility in the workplace, situational awareness, a resolution that passed to increase the amounts that treasurers can charge to send out plates and a resolution about bylaws and policies.

John McBride met with the Board. Motion made by Allen, seconded by Russell, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2022-45**

**A Plat of McHenry Tract North & McHenry Tract South, located in the W1/2SE1/4 of Section 15, T7S, R5E, BHM, Fall River County, South Dakota**

**Formerly Tract E of the W1/2SE1/4**

WHEREAS, there has been presented to the County Commissioners of Fall River 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 22<sup>nd</sup> day of September, 2022.

/s/Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

Motion made by Greenough, seconded by Russell, to approve the following resolution:

**FALL RIVER COUNTY RESOLUTION #2022-46**

**A Plat of Lots 73 thru 76 of Red Rock Ridge Subdivision, located in Section 15, T8S, R5E,  
BHM, Fall River County, South Dakota**

WHEREAS, there has been presented to the County Commissioners of Fall River 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 22<sup>nd</sup> day of September, 2022.

/s/Joe Falkenburg, Chairman  
Fall River County Board of Commissioners

ATTEST:  
/s/Sue Ganje  
Fall River County Auditor

Lance Russell, State's Attorney, met with the Board. Motion made by Russell, seconded by Greenough, to rescind the motion made on June 9, 2022 to waive Conflict of Interest for State's Attorney Russell on the Oxnard Hotel.

Matt Monfore and Jeffrey O'Donnell reported to the Board about election machines and possible fraud during the 2020 election. The Auditor has found no evidence of fraud. Comments were heard from the audience about how elections are run; more discussion will be held at a later date.

The 2023 Provisional budget hearing was held. Motion made by Russell, seconded by Allen, to approve the 2023 annual budget with revisions and resolution as follows:

**General Fund:**

Treasurer from \$316,047 to \$314,865; Director of Equalization from \$344,507 to \$340,962; Register of Deeds from \$199,854 to \$202,218; Total General Government from \$2,580,884 to \$2,578,521; Sheriff from \$755,163 to \$753,718; Jail from \$847,344 to \$845,926; Total Public Safety from \$1,652,732 to \$1,649,869; 911 Transfers Out from \$382,546 to \$189,855; 24/7 Transfers Out from \$11,630 to \$0.00; Total Other Uses from \$668,045 to \$463,724; Total Expenditure Appropriations from \$5,351,544 to \$5,141,997; Total Appropriations from \$5,351,544 to \$5,141,997; Cash Balance Applied from \$706,781 to \$486,205; Subtotal from \$5,633,204 to \$5,412,628; Less 5% from **(\$281,660)** to **(\$270,631)**; Net Means of Finance from \$5,351,544 to \$5,141,997; Total Appropriations from \$5,351,544 to \$5,141,997

**County Road & Bridge Fund:**

Highways, Roads, & Bridges from \$2,402,439 to \$2,400,074; Total Expenditure Appropriations from \$2,402,439 to \$2,400,074; Total Appropriations from \$2,402,439 to \$2,400,074; Cash Balance Applied from \$418,716 to \$416,227; Subtotal from \$2,528,883 to \$2,526,394; Less 5% from (\$126,444) to (\$126,320); Net Means of Finance from \$2,402,439 to \$2,400,074; Total Appropriations from \$2,402,439 to \$2,400,074

#### 911 Fund:

Communications Center (911) from \$517,546 to \$514,710; Total Expenditure Appropriations from \$517,546 to \$514,710; Total Appropriations from \$517,546 to \$514,710; Cash Balance Applied from \$0.00 to \$189,855; Other Financing Sources from \$382,546 to \$189,855; Total Other Revenues from \$517,546 to \$324,855; Subtotal from \$517,546 to \$514,710; Net Means of Finance from \$517,546 to \$514,710; Total Appropriations from \$517,546 to \$514,710

#### 24/7 Fund:

Cash Balance Applied from \$0.00 to \$11,630; Other Financing Sources from \$11,630 to \$0.00

### Appendix D4: Adopted Budget Levies & Resolution ANNUAL BUDGET FOR FALL RIVER COUNTY, SD For the Year January 1, 2023 to December 31, 2023

COUNTY TAX LEVIES	Dollars	\$'s/1,000
WITHIN LIMITED LEVY:		
* General County Purposes (10-12-9)	3,143,646.00	3.354
Library	8,109.00	0.013
LIMITED LEVY (10-12-21) -		
SUB TOTAL		
OUTSIDE LIMITED LEVY:	3,151,755.00	3.367
County Snow Removal Fund (34-5-2)		
County Road and Bridge (10-12-13)		
Courthouse, Jail, etc., Bldg. (7-25-1)	137,220.00	0.146
Bond Interest Sinking (7-24-18)		
Ag Building (7-27-1)		

#### ADOPTION OF ANNUAL BUDGET FOR FALL RIVER County, South Dakota

Whereas, (7-21-5 thru 13), SDCL provides that the Board of County Commissioners shall each year prepare a Provisional Budget of all contemplated expenditures and revenues of the County and all its institutions and agencies for such fiscal year and, Whereas, the Board of County Commissioners did prepare a Provisional Budget and cause same to be published by law, and Whereas, due and legal notice has been given to the meeting of the Board of County Commissioners for the consideration of such Provisional Budget and all changes, elimination's and additions have been made thereto.

NOW THEREFORE BE IT RESOLVED, That such provisional budget as amended and all its purposes, schedules, appropriations, amounts estimates and all matters therein set forth, SHALL BE APPROVED AND ADOPTED AS THE ANNUAL BUDGET OF THE APPROPRIATION AND EXPENDITURES FOR FALL RIVER County, South Dakota and all its institutions and agencies for calendar year beginning January 1, 2023 and ending December 31, 2023 and the same is hereby approved and adopted by the board of County Commissioners of Fall River County South Dakota, the 22nd day of September, 2022.

The Annual Budget so adopted is available for public inspection during normal business hours at



UNLIMITED LEVY - SUB TOTAL	137,220.00	0.146
LIMITED AND UNLIMITED LEVY - SUB-TOTAL	3,288,975.00	3.513
OTHER SPECIAL LEVIES		
Secondary Road (Unorg. PT-76) (31-12-27)	297,879.00	0.582
Fire Protection (34-31-3)	1,160.00	0.138
TOTAL TAXES LEVIED BY COUNTY	3,428,328.00	4.715

the office of the county auditor Fall River, County, South Dakota. The accompanying taxes are levied by Fall River County for the year January 1, 2023 through December 31, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
Fall River County, South Dakota

/s/ Joe Falkenburg Chairman

/s/ Joe Allen Commissioner

/s/ Les Cope Commissioner

/s/ Heath Greenough Commissioner

/s/ Deborah Russell Commissioner

ATTEST /s/ Sue Ganje County Auditor

\* These Amounts include the 25% to be distributed to cities.

As of 9/22/22, these levies are not approved by the Department of Revenue

With everyone voting yes, by roll call vote, motion carried.

Motion made by Russell, seconded by Cope, to enter executive session as per SDCL 1-25-2 (1) for personnel purposes, as per SDCL 1-25-2 (3) for legal purposes and as per SDCL 1-25-2 (4) for negotiation purposes at 11:46 a.m.

The Board came out of executive session at 12:35 p.m.

Motion made by Russell, seconded by Greenough, to adjourn at 12:36 p.m.

/s/Joe Falkenburg  
Joe Falkenburg, Chairman  
Board of Fall River County Commissioners

ATTEST:  
/s/Sue Ganje, Auditor  
Fall River County Auditor





South Dakota  
Department of  
**Social Services**

**DIVISION OF BEHAVIORAL HEALTH**  
700 GOVERNORS DRIVE  
PIERRE, SD 57501  
PHONE: 605.367.5236  
1-855-878-6057  
FAX: 605.773.7076  
dss.sd.gov

Fall River County  
Attn: Sue Ganje & Joe Falkenburg  
906 N. River St.  
Hot Springs, SD 57747

RE: South Dakota Opioid Settlement Memorandum of Agreement (MOA)

Dear Sue & Joe,

Enclosed are two copies of the South Dakota Opioid Settlement MOA between **Fall River County** and the Department of Social Services (DSS). The designated Signing Official shall sign each copy, keep one for their records and return the other in the enclosed self-addressed envelope to:

Department of Social Services  
Division of Behavioral Health  
Attention: Jennifer Humphrey  
700 Governors Drive  
Pierre, SD 57501-2291

**Fall River County** will receive **\$11,335.47** in Year 1. The first payment will not be dispersed until the MOA is fully executed. To receive payment, registration through the National Opioid Settlements Portal (the "Portal") must be completed. If you did not receive a Portal registration email from BrownGreer PLC or have questions about the Portal account, please contact Rachel Motley, BrownGreer PLC, at [rmotley@browngreer.com](mailto:rmotley@browngreer.com).

As a reminder, per Section VI of the MOA, local governments will report the allocation and use of funds to DSS each calendar year. I will be the point of contact for DSS and can be reached at 1-605-367-5236 or [Jennifer.Humphrey@state.sd.us](mailto:Jennifer.Humphrey@state.sd.us).

Thank you for your time and I look forward to working with you.

Sincerely,

Jennifer Humphrey  
Behavioral Health Strategic Initiatives Program Specialist  
Department of Social Services

Attachment: MOA (2 copies)

# South Dakota Opioid Settlement

## Memorandum of Agreement

**Whereas**, the people of the State of South Dakota and its communities have been harmed by serious and substantial wrongdoing committed by certain entities within the Pharmaceutical Supply Chain;

**Whereas**, the State of South Dakota, through its Attorney General, and certain Participating Local Governments have separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in South Dakota;

**Whereas**, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis;

**Whereas**, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of South Dakota;

**Whereas**, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement;

**Whereas**, specifically, the State and Participating Local Governments understand that Settlements with major Pharmaceutical Supply Chain Participants have taken the form of a national resolution (National Settlement Agreement);

**Whereas**, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of the National Settlement Agreement;

**Whereas**, the State and Participating Local Governments understand that the National Settlement Agreement provides a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement);

**Whereas**, specifically, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under the National Settlement Agreement involving Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, and Bankruptcy Resolutions concerning Purdue Pharma, L.P. and Mallinckrodt plc entered into by the State and the Participating Local Governments;

**Now, therefore**, in consideration of the foregoing, the State and its Participating Local Governments, enter into this "South Dakota Opioid Settlement Memorandum of Agreement" (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA;

**I. Definitions**

As used in this MOA:

- A. "Approved Use(s)" means purposes related to opioid abuse treatment, prevention, and recovery programs that fall within, or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B. "Bankruptcy Resolution" takes the meaning set out in the above recitals.
- C. "Localized Share" takes the meaning set out in Section II of this MOA.
- D. "National Settlement Agreement" takes the meaning set out in the above recitals.
- E. "Opioid Funds" means the monetary amounts obtained through a Settlement as defined in this MOA.
- F. "Participating Local Governments" means all counties, cities, and towns within the geographic boundaries of the State of South Dakota that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as "Participating Count(ies)" and "Participating Cit(ies)."
- G. "Parties" means the State of South Dakota and all Participating Local Governments.
- H. "Pharmaceutical Supply Chain" means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.
- I. "Pharmaceutical Supply Chain Participant" means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. "Settlement" means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, including but not necessarily limited to the National Settlement Agreement involving Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson and a Bankruptcy Resolution concerning Purdue Pharma L.P.
- K. "State-Subdivision Agreement" takes the meaning set out in the above recitals.
- L. "Statewide Share" takes the meaning set out in Section II of this MOA.
- M. "The State" means the State of South Dakota.



## **II. Allocation of Opioid Funds**

- A. All Opioid Funds will be divided proportionally with 70% allocated to the State (Statewide Share) and 30% allocated to the Participating Local Governments (Localized Share) pursuant to SDCL 34-20B-116.
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with In re: Nat'l Prescription Opiate Litigation, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all South Dakota counties who have signed on to both the Janssen Participation Agreement and the Distributors Participation Agreement, and (2) all South Dakota cities and towns with populations over 10,000 based on the United States Census Bureau's Vintage 2019 population totals pursuant to the National Settlement Agreement who have signed on to both the Janssen Participation Agreement and the Distributors Participation Agreement.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government's allocation of the Localized Share as identified in Exhibit B will be reallocated to the Statewide Share. Distributions allocated to non-participating local governments identified in Exhibit B will be directed to the Statewide Share.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

## **III. Use of Opioid Funds**

- A. Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in South Dakota. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B. The Statewide Share must be used only for (1) Approved Uses within the State of South Dakota or (2) grants for Approved Uses within the State of South Dakota. The State of South Dakota, Department of Social Services will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C. The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.



- D. Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town.
- E. Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

#### **IV. Method of Distribution of Opioid Funds**

- A. The Statewide Share will be distributed to the opioid abatement and remediation fund. All money in the opioid abatement and remediation fund may only be used for purposes relating to opioid abuse treatment, prevention, and recovery programs in South Dakota and must be appropriated through the normal budget process. Expenditures of the state from the fund must be assigned to the Department of Social Services. The Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement.

#### **V. Payment of Attorney Fees and Attorney Expenses**

No attorneys' fees or attorneys' expenses relating to the State of South Dakota's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or attorneys' expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.

#### **VI. Compliance Certification, Reporting, and Dispute Resolution**

- A. Before receiving any disbursement under this MOA, each Participating Local Government must certify under this MOA that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- B. By January 31 of each calendar year, each Participating Local Government shall certify to the Advisory Committee that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded

project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded.

- C. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Hughes County Circuit Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
- D. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
- E. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any South Dakota criminal law, such conduct shall be reported to the appropriate criminal authorities.
- F. By December 31 of each calendar year, the State shall publish in a report online detailing for the preceding fiscal year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended and a description for each program of activity receiving funds; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

## **VII. Effectiveness**

- A. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.
- B. This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

## **VIII. Amendments**

- A. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

## **IX. Advisory Committee**

- A. An Advisory Committee consisting of the representatives in part B of this subsection will ensure that the State and the Participating Local Governments have equal input into the distribution of the Statewide Share for Approved Uses across the South Dakota. Committee terms will be three years, and members may serve more than one term.
- B. The Advisory Committee shall consist of the following twenty-two (22) members:
  - 1. Six State representatives recommended by their respective agency as follows:
    - a) Representative of the South Dakota Department of Health;
    - b) Representative of the South Dakota Department of Social Services;
    - c) Representative from the South Dakota Board of Pharmacy;
    - d) Representative from the South Dakota Board of Medical & Osteopathic Examiners;
    - e) Representative of the Attorney General; and
    - f) Member of the South Dakota Legislature.
  - 2. Six Participating Local Government representatives recommended by the mayor of a designated city within the region as follows:
    - a) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 1;
    - b) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 2;
    - c) Two Representatives from a city/county or city/county designee from South Dakota Behavioral Health Region 3;
    - d) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 4; and
    - e) Representative from a city/county or city/county designee from South Dakota Behavioral Health Region 5;
  - 3. Five Expert Representatives drawn from fields including but not limited to: public health, pharmacology, epidemiology, emergency medicine, behavioral health, and recovery.
  - 4. Five At-Large Representatives who bring a perspective related to opioid abatement.



- C. The Advisory Committee shall meet twice annually and establish a process for receiving input from South Dakota's communities, provider organizations, and cities and counties regarding how the opioid crisis is affecting their communities, understanding their abatement needs, and considering proposals for opioid abatement strategies and responses.
- D. The Advisory Committee shall, at least annually, make formal recommendations to the Secretary of the Department of Social Services on the use of the Statewide Share. The Secretary shall review and consider the recommendations and shall make a good faith effort to incorporate the recommendations into the annual budget process. If the Secretary substantially deviates from the recommendations, the Secretary shall provide the Advisory Committee with a written explanation, that will be made public, of any substantial deviations.

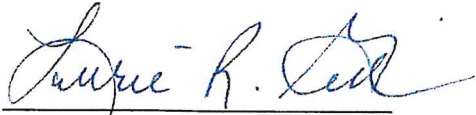
#### **X. General Provisions**

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout South Dakota.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of South Dakota. Venue for any action pertaining to or affecting this MOA shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- D. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- E. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- F. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.

- G. Titles of sections of this MOA are for reference only and shall not be used to construe the language in this MOA.
- H. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- I. Except to enforce the terms of this MOA, the State of South Dakota and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.

**IN WITNESS WHEREOF**, the below undersigned agree to and enter into the above South Dakota Opioid Settlement Memorandum of Agreement.

**FOR THE STATE OF SOUTH DAKOTA**



Laurie Gill, Cabinet Secretary  
South Dakota Department of Social Services

9-16-22

Date



Mark Vargo, Attorney General  
South Dakota Attorney General's Office

9-15-22

Date

**FOR THE PARTICIPATING LOCAL GOVERNMENT**

\_\_\_\_\_  
Joe Falkenburg, Chairman  
Fall River County

\_\_\_\_\_  
Date



# 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 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.



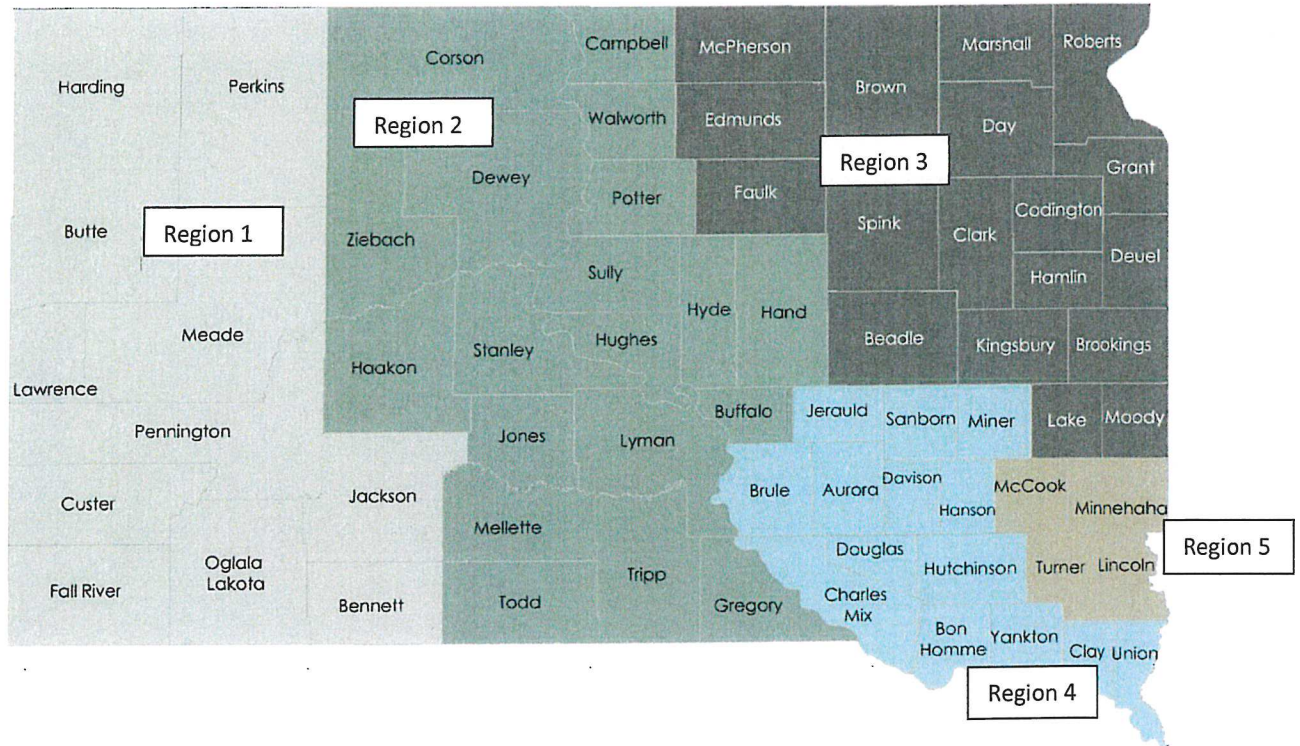
## Exhibit B

### Participating Local Government Allocation Proportions

Local Government	Percentage of Localized Share
Aberdeen City	1.78%
Aurora County	0.12%
Beadle County	0.87%
Bennett County	0.18%
Bon Homme County	0.60%
Box Elder City	0.22%
Brandon City	0.40%
Brookings City	2.42%
Brookings County	0.28%
Brown County	1.77%
Brule County	0.80%
Buffalo County	0.18%
Butte County	0.89%
Campbell County	0.06%
Charles Mix County	0.80%
Clark County	0.25%
Clay County	0.44%
Codington County	0.87%
Corson County	0.34%
Custer County	1.08%
Davison County	0.68%
Day County	0.39%
Deuel County	0.40%
Dewey County	0.36%
Douglas County	0.28%
Edmunds County	0.25%
Fall River County	2.19%
Faulk County	0.27%
Grant County	0.69%
Gregory County	0.55%
Haakon County	0.17%
Hamlin County	0.33%
Hand County	0.24%
Hanson County	0.14%
Harding County	0.06%
Hughes County	0.81%
Huron City	0.83%
Hutchinson County	0.56%
Hyde County	0.06%
Jackson County	0.14%

Jerauld County	0.32%
Jones County	0.04%
Kingsbury County	0.37%
Lake County	0.82%
Lawrence County	2.38%
Lincoln County	1.26%
Lyman County	0.32%
Marshall County	0.56%
McCook County	0.30%
McPherson County	0.16%
Meade County	3.26%
Mellette County	0.18%
Miner County	0.16%
Minnehaha County	12.22%
Mitchell City	1.50%
Moody County	0.47%
Oglala Lakota County	1.39%
Pennington County	8.06%
Perkins County	0.37%
Pierre City	0.62%
Potter County	0.18%
Rapid City	6.94%
Roberts County	0.99%
Sanborn County	0.11%
Sioux Falls City	21.67%
Spearfish City	0.82%
Spink County	0.73%
Stanley County	0.17%
Sully County	0.06%
Todd County	1.06%
Tripp County	0.62%
Turner County	0.65%
Union County	1.45%
Vermillion City	0.59%
Walworth County	0.56%
Watertown City	1.61%
Yankton City	1.22%
Yankton County	1.42%
Ziebach County	0.30%

## Exhibit C





Name / Address
FALL RIVER CO SHERIFF'S OFFICE 906 NORTH RIVER STREET HOT SPRINGS SD 57747

Ship To
FALL RIVER CO SHERIFF'S OFFICE 906 NORTH RIVER STREET HOT SPRINGS SD 57747

P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
75551	2	70 AMP POWER RELAY. DUAL CONTACTS. SPST. 12VDC. 75 AMP.	65.00	130.00T
46983	2	Circuit breaker, 80 amp with manual reset, surface mount	59.00	118.00T
PDU-16SS	2	PDU-16SS 16OUT, DISPLAY, TIMER & VOLTAGE ADJUSTMENT	356.00	712.00T
ETSA481RSP	2	enrgy 400, 100 Watt, REMOTE -Siren/Lightbar/ Arrow Controller	689.00	1,378.00T
ETSS100J5	2	Compact 100 Watt Siren Speaker. Universal Mounting Bracket included. 5 YEAR WARRANTY.	259.00	518.00T
PK0439DRT1915...	2	2019 + RAM 1500 CLASSIC.SSC CREW CAB PICKUP: #10VSRP UNCOATED POLY PARTITION WITH AND WITHOUT SCA.	815.00	1,630.00T
GK10342UHK	2	"Dual T-Rail Mount. 2 Universal XL. Handcuff Key Override"	496.00	992.00T
901-0124A	2	CUSTOM CONSOLE FOR CLASSIC DODGE RAM SSV. INCLUDES MOUNTING SOLUTION FOR LT7600 LAPTOP MOUNT. PASSENGER SIDE STORAGE POCKET. 7 INCH AND 11 INCH MOUNTING FOR 18 INCHES OF MOUNTING SPACE. CUSTOM FIT. REQUIRES CLASSIC RAM LEG KIT 905-0016 AND FLMNT34 FLOOR PLATE FOR NO HOLES TO DRILL MOUNTING. LEG KIT AND FLOOR PLATE SOLD SEPARATELY.	319.00	638.00T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

LIGHT AND SIREN

PO Box 90846  
SIOUX FALLS SD 57109  
1-800-778-7623

# QUOTATION

Date	Estimate #
9/26/2022	2016521

Name / Address
FALL RIVER CO SHERIFF'S OFFICE 906 NORTH RIVER STREET HOT SPRINGS SD 57747

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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
905-0116A	2	905-0116A LEG KIT 2012+ DODGE RAM 1500 PICKUP. FOR NO HOLES DRILL MOUNTING.	64.00	128.00T
FLMNT-29W	2	29 INCH FLOOR PLATE. "WIDE" VERSION FOR USE IN SUV'S	72.00	144.00T
CA-0107LS	2	DUAL CUP HOLDER W/LARGE SMALL CUP SIZE	33.00	66.00T
CA-0103-1.5	2	1.5" 12 VOLT TRIPLE OUTLET. MOUNTS INSIDE SWITCHRITE CONSOLE.	30.00	60.00T
14.0553.USB	2	MULTI-PORT POWER OUTLET BOX. 3X 12 CIGAR PLUG. 4X 5V USB.	44.00	88.00T
CA-0115	2	FULL SIZE (WIDE) - ADJUSTABLE ARMREST. FITS ONE PER CONSOLE.	79.00	158.00T
FACE PLATE	2	02.0358	.01	0.02T
FACE PLATE	2	EF JOHNSON 720 CONSOLE MOUNT. SEE PO SP181053 FROM 2020.	.01	0.02T
FACE PLATE	2	KENWOOD VM5000 P25 CONSOLE MOUNT. SEE PO SP181053 FROM 2020.	.01	0.02T
FACE PLATE	2	10-8 VIDEO. SEE PO SP181053 FROM 2020.	.01	0.02T
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
5ENFWL-SD-PRI...	2	* FRONT WINDOW: QE007462 CUSTOM INTERIOR WIDE ANGLE VISIBILITY (WAV) NFORCE LIGHTBAR. 8 DUAL COLOR LIGHTHEADS. 2 AMBER FRONT FLASHERS, 6 TAKEDOWN LIGHTS. 4 RED/4 BLUE. COLORS FROM DRIVER SIDE TO PASSENGER SIDE: RA/RW/RW/RW/BW/BW/BW/BA. CUSTOM FIT FOR 2012 + DODGE RAM. 5-YEAR WARRANTY. SAE CLASS 1 CERTIFIED.	1224.00	2,448.00T
12.609-C-RBA	2	** REAR WINDOW: 38 INCH HIGH POWER REAR WARNING STICK WITH CONTROLLER. RED AND BLUE PRIMARY WARNING ON BOTH SIDES OF "STICK" WITH AMBER REAR WARNING/DIRECTIONAL FUNCTION FOR 5 CENTER LIGHTHEADS. FOR A TOTAL OF 9 LIGHTHEADS.	788.00	1,576.00T

			<b>Subtotal</b>
			<b>Sales Tax (0.0%)</b>
			<b>Total</b>



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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
PREP AND PEAK	1	LIGHTBAR PREP AND PEAK. CUSTOM CONFIGURE LIGHTBAR TO USER SPECIFICATIONS. PROGRAM FOR LOGIC CONTROL: STAGING: SET FLASH PATTERNS FOR BEST PATTERN PER APPLICATION PER LEVEL OF ACTION FOR EASE-OF-USE AND MOST EFFECTIVE DAYTIME VISIBILITY. CONFIGURE LIGHTBAR TO CONTROLLER BUTTON-TO-FUNCTION PER CONTROLLER FOR PLUG-AND- PLAY OR HARDWIRE CONTROL AS REQUIRED PER APPLICATION. PROGRAM FOR EASE-OF-INSTALLATION: \$75.00 PER VEHICLE FOR EXTERIOR LIGHTBAR. \$135.00 PER VEHICLE PER INTERIOR FRONT AND REAR/ REAR/ FRONT LIGHTBAR(S).	75.00	75.00T

			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
5EMPS2SMS5BA...	2	QE109570: LINE ITEM #2. PRE-PROGRAMMED - ODD - AMBER - BLUE/WHITE OPERATION & TAKEDOWN FUNCTION. USE WITH "EVEN" PROGRAMMED VERSIONS FOR ALTERNATING FLASH PATTERN. MPOWER 4 INCH FASCIA WARNING LIGHT. Clear Duty Silicone Lens and Optic. Wide Angle Visibility (WAV). 18 LED - Tri Color Output: BLUE/WHITE/AMBER. SURFACE SCREW MOUNT. BLACK DRESSING. 9-32VDC. SAE CLASS 1. 5-YEAR WARRANTY. PRE-PROGRAM -EVEN: RED WIRE: AMBER FLASH. RED WIRE + BLUE/WHITE WIRE = RED/WHITE FLASH. RED/WHITE WIRE: WHITE TAKEDOWN.	159.00	318.00T

Subtotal	
Sales Tax (0.0%)	
Total	

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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
5EMPS2SMS5RA...	2	QE109570: LINE ITEM #1. PRE-PROGRAMMED - EVEN - AMBER - RED/WHITE OPERATION & TAKEDOWN FUNCTION. USE WITH "ODD" PROGRAMMED VERSIONS FOR ALTERNATING FLASH PATTERN. MPOWER 4 INCH FASCIA WARNING LIGHT. Clear Duty Silicone Lens and Optic. Wide Angle Visibility (WAV). 18 LED - Tri Color Output: RED/WHITE/AMBER. SURFACE SCREW MOUNT. BLACK DRESSING. 9-32VDC. SAE CLASS 1. 5-YEAR WARRANTY. PRE-PROGRAM -EVEN: RED WIRE: AMBER FLASH. RED WIRE + RED/WHITE WIRE = RED/WHITE FLASH. RED/WHITE WIRE: WHITE TAKEDOWN.	159.00	318.00T
EMPS2SMS2R	2	MPOWER WIDE ANGLE LED LIGHT. mpower™ 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Solid Color - RED	124.00	248.00T
EMPS2SMS2B	2	MPOWER WIDE ANGLE LED LIGHT. mpower™ 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Solid Color - BLUE	124.00	248.00T

Subtotal	
Sales Tax (0.0%)	
Total	



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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
ENT2B3RWA	2	INTERSECTOR - UNDER MIRROR 180 DEGREE Wide Angle Visibility LIGHT. TRI COLOR OUTPUT. RED/AMBER/WHITE.. 9-32VDC. SAE CLASS 1. 5-YEAR WARRANTY.	209.00	418.00T
ENT2B3BWA	2	INTERSECTOR Wide Angle Visibility UNDER MIRROR WARNING/SCENE LIGHT. TRI-COLOR OUTPUT: BLUE/WHITE/AMBER. 9-32VDC. SAE CLASS 1 CERTIFIED. 5-YEAR WARRANTY.	209.00	418.00T
PRE-PROGRAM ...	1	* PRE-PROGRAM FEE FOR 2 INTERSECTOR LIGHTS ABOVE: RED WIRE: AMBER FLASH. RED/WHITE WIRE: ALLEY LIGHT FUNCTION. RED WIRE + WHITE WIRE: RED/WHITE FLASH (DRIVER SIDE). BLUE/WHITE FLASH (PASSENGER SIDE).	30.00	30.00T
EMPS2SMS2A	4	MPOWER WIDE ANGLE LED LIGHT. mpower™ 4" Fascia Light w/ Screw Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 6 LED, Solid Color - Amber	119.00	476.00T
BK0534DRT1915...	2	2019 + DODGE RAM 1500 CLASSIC SSV CREW CAB PICKUP: PB 400 AL3. BUMPER W-WO TOW HOOK. DOES NOT WORK WITH SPORT MODEL WITH PLASTIC FASCIA.	459.00	918.00T

Subtotal		
Sales Tax (0.0%)		
Total		

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P.O. No.	Terms	CUSTOMER EMAIL
	Net 30	

Item	Qty	Description	UNIT COST	Total
HK0809DRT1915...	2	2019+ DODGE RAM 1500 CLASSIC SSV. "PB8 Headlight Guard Double Loop"	369.00	738.00T

<b>Subtotal</b>		\$14,989.08
<b>Sales Tax (0.0%)</b>		\$0.00
<b>Total</b>		\$14,989.08



*Emergency Management  
Fall River County*

*Franklin W. Maynard CEM CFM  
906 N. River St.  
Hot Springs, SD 57747*

605 745-7562 605 890-7245 em@frcounty.org



Date: October 6, 2022

Subj: Commission Update

1. Single Signature Form: 4<sup>th</sup> Qtr: I am requesting approval to have the Chairman sign the 2022 4<sup>th</sup> Quarter Single Signature form. All LEMPG items have been completed.
2. Radio P-25: Rushmore Communications has completed the P-25 radio work on the county radios. The State will be turning on the P-25 repeaters in October.
3. FEMA Course IS-288.A: I completed the listed course on September 27, 2022.
4. ASFPM Webinars: I participated in two ASFPM webinars, one on the 27<sup>th</sup> and one on the 29<sup>th</sup>. These are required to maintain my certified floodplain manager certificate.
5. Fires & Incidents:
  1. 9/25/2022: Grass fire: City Park in Edgemont: Edgemont Fire, Minnekahta Fire, SD WFS, Fall River Sheriff. ( citations issued)
  2. 10/10/2022: Missing Person: Possible lost hunter: located: Smithwick Fire, Fall River Sheriff and SD GF&P.
  3. 10/2/2022: Sig. 1 : West Flag Pole Rd: Fall River Sheriff, SD HWY Patrol, Cascade Fire and Hot Springs Ambulance.
  4. 10/2/2022: Fire: 2711 Hwy 18: Hot Springs Fire, Hot Springs Police and Hot Springs Ambulance.
  5. 10/2/2022: Grass/Timber Fire: 28097 Dewey Rd: Edgemont Fire.
  6. 10/2/2022: Grass Fire: North of Burlington Dam: False Alarm.

Franklin W. Maynard, CEM, CFM

Emergency Manager

Fall River County

906 N. River Street

Hot Springs, SD 57747





732 Jackson Blvd  
Rapid City, SD 57702

BHBusinessSource.com  
Ph: 605-343-1494

## QUOTE

Date	Number	Pgs.
08/23/22	102191	1

<b>Bill To:</b> Fall River County Courthouse 906 N. River St. 206 Hot Springs, SD, 57747				<b>Ship To:</b> Fall River County Courthouse 906 N. River St. 206 Hot Springs, SD, 57747			
				<b>Attn:</b> Julie .			
			<b>Customer #</b>		<b>Terms</b>		
			8714		Net 30		
Qty	Item Number	U/M	Description			Unit Price	Ext. Price
3	LLR25944	EA	BASE,SITSTAND,2D			599.00	1797.00
3	LLR69971	EA	CREDENZA,SHELL,60X24,WT			199.00	597.00
1	LLR34400	EA	RETURN,SHELL,36X24,WT			129.00	129.00
3	LLR69983	EA	PEDESTAL,B/B/F,MOBILE,WT			269.00	807.00
2	LLR69985	EA	PEDESTAL,B/B/F,FIXED,WT			259.00	518.00
1	LLR69889	EA	CABINET,STORAGE,TALL,WT			859.00	859.00
2	LLR16236	EA	PEDESTAL,4DR,B/B/F/F,WT			499.00	998.00
3	LLR69571	EA	SHELL,DESK,SIT/STND,6030,MY			439.00	1317.00
				<b>Shipping</b> \$0.00	<b>Sub Total</b> \$7022.00	<b>Sales Tax</b> \$0.00	<b>Total</b> \$7022.00
<b>Comments:</b> MEL OFFICE (Color still to be chosen) <i>Weathered Charcoal</i> <i>Register of Deeds</i>					<b>Thank you!</b>		



732 Jackson Blvd  
Rapid City, SD 57702

BHBusinessSource.com  
Ph: 605-343-1494

## QUOTE

Date	Number	Pgs.
07/18/22	101803	1

<b>Bill To:</b> Fall River County Courthouse 906 N. River St. 206 Hot Springs, SD, 57747			<b>Ship To:</b> Fall River County Courthouse 906 N. River St. 206 Hot Springs, SD, 57747		
			<b>Attn:</b> Julie .		
		<b>Customer #</b>	<b>Terms</b>		
		8714	Net 30		
Qty	Item Number	U/M	Description	Unit Price	Ext. Price
5	LLR25944	EA	BASE,SITSTAND,2D	599.00	2995.00
5	LLR69395	EA	PEDESTAL,B/B/F,MOBILE,MY	249.00	1245.00
3	LLR69376	EA	CREDENZA,SHELL,71X24,MY	219.00	657.00
5	LLR69574	EA	SHELL,DESK,SIT/STND,7230,MY	489.29	2446.45
2	LLR69378	EA	CREDENZA,SHELL,60X24,MY	189.00	378.00
1	LLR69541	EA	FILE,LAT,4DR,2B/1F,MY	499.00	499.00
1	LLR69382	EA	HUTCH,4DR,72X15,MY	359.00	359.00
1	LLR69893	EA	BOOKCASE,CRNR,24X24X30,MY	189.00	189.00
			<b>Shipping</b> \$0.00	<b>Sub Total</b> \$8768.45	<b>Sales Tax</b> \$0.00
			<b>Total</b> \$8768.45		
<b>Comments:</b> <i>Auditor</i> UPDATED 8/26				<b>Thank you!</b>	



732 Jackson Blvd  
Rapid City, SD 57702

BHBusinessSource.com  
Ph: 605-343-1494

## QUOTE

Date	Number	Pgs.
08/23/22	102190	1

<b>Bill To:</b> Fall River County Courthouse 906 N. River St. 206 Hot Springs, SD, 57747			<b>Ship To:</b> Fall River County Courthouse 906 N. River St. 206 Hot Springs, SD, 57747		
			<b>Attn:</b> Julie .		
		<b>Customer #</b>	<b>Terms</b>		
		8714	Net 30		
Qty	Item Number	U/M	Description	Unit Price	Ext. Price
5	LLR25944	EA	BASE,SITSTAND,2D	599.00	2995.00
5	LLR16199	EA	TOP,MULTI,72X24,WC	145.00	725.00
5	LLR25962	EA	PANEL,PRIVACY,ACOUSTIC,60"	139.00	695.00
5	LLR69552	EA	CREDENZA,SHELL,72X24,WC	199.00	995.00
5	LLR69560	EA	PEDESTAL,B/B/F,MOBILE,WC	269.00	1345.00
5	LLR69557	EA	HUTCH,4DR,72X15,WC	339.00	1695.00
5	LLR13205	EA	LIGHT,TASK,UNDER CAB,90 CM	49.00	245.00
			<b>Shipping</b> \$0.00	<b>Sub Total</b> \$8695.00	<b>Sales Tax</b> \$0.00
					<b>Total</b> \$8695.00
<b>Comments:</b> Treasurer				<b>Thank you!</b>	



# *Cascade* Chiropractic

08/03/2022

Cascade Chiropractic of SD  
Dr. Shannon DeBoer  
1501 Hwy 18 Byp Ste B  
Hot Springs, SD 57747

RE: [REDACTED]

To Whom it May Concern,

I have been treating [REDACTED] for spinal issues including lower back, middle back and neck pain for the past several years. This [REDACTED] year old woman suffers pretty much on a daily basis with pain in the neck and back. Much of this is driven by the repetitive nature of her work environment especially sitting for extended periods. We have discussed on several occasions the idea of her acquiring a Sit to Stand ergonomic desk or desk topper.

For office workers who are asked to perform work from a seated position for 5+ hours a day, the symptoms that she has can be lessened or prevented by the use of an adjustable desk. Studies have shown there are benefits to alternation of standing and sitting positions while working as opposed to sitting alone.

For these reasons I am recommending that [REDACTED] use an ergonomic, adjustable standing desk while working. A standing desk is reasonably expected to reduce the physical and or mental stresses associated with the repetitive nature of her sitting all day. We have implemented these in our office here and my employees love them. We also have an adjustable chair that we use that will allow the employee to stand, lean or sit alternatingly thru the day. It has worked very well to reduce the aches and pains associated.

I know that I have many patients that work in your facility and they for the most part all suffer with similar ergonomic issues and I do feel that it would be appropriate for any of your employees who are expected to sit at a desk all day to have the option to use a Sit to Stand desk.

Thank you for your Consideration!

Yours in Health,



Dr. Shannon De Boer

1501 Hwy 18 Byp Ste B  
Hot Springs, Sd 57747  
[www.cascadechiropractic.net](http://www.cascadechiropractic.net)  
Phone: 605-745-5119  
Fax: 605-745-3016



# Fall River County VSO 2022 3rd Quarter report

---

1. Attended SDDVA Annual Conference in Pierre 15-17 August.
2. Attended VSO Congressional forum 16 September at the VFW in Rapid City
3. Met with and explained filing of claims and additional benefits to more than 60 veterans in County office.
4. Assisted several Veterans in filing for their military records from the National Personnel Records Center to provide evidence in filing claims.
5. Filed 174 disability and/or pension claims with the South Dakota State of Veterans Affairs.
6. Over \$508,257 of disability or pension awards this quarter (Monthly breakdown)

Total Monthly Awards For Periods JUL 01 2022 – SEP 30 2022

For month	Number of awards	Total Amount
July 2022	24	\$ 81,290.26
August 2022	22	\$ 36,140.73
September 2022	27	\$ 390,827.05

## [EXT] Launch of Local Assistance and Tribal Consistency Fund for Eligible Revenue Sharing Counties

LATCF@treasury.gov <latcf@treasury.gov>

Thu 9/29/2022 1:35 PM

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

Dear County Government Representative,

Today, Treasury launched the Local Assistance and Tribal Consistency Fund (LATCF) for eligible revenue sharing counties. The American Rescue Plan (ARP) appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity.

Specifically, the LATCF reserves \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023. Treasury has published a summary of the methodology used to determine eligibility and allocations for eligible revenue sharing counties on its website. The governments of the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands are defined by statute as eligible revenue sharing counties under the LATCF. Other materials related to the LATCF can be viewed on the LATCF homepage at treasury.gov/LATCF.

Eligible revenue sharing counties may review their specific allocation amounts under the program and request payment of their allocation through the Treasury Submission Portal on the LATCF homepage. Eligible recipients will be required to complete



payment information and sign program terms and conditions. **The portal will open on Thursday, September 29, 2022. Please visit [treasury.gov/LATCF](https://treasury.gov/LATCF) for a link to the Treasury Submission Portal starting at that time.**

**Eligible revenue sharing county governments must request funding by January 31, 2023 at 11:59 PM AKST.** If an eligible revenue sharing county does not complete its submission by that deadline, the county will not be eligible for either the first or second payment under the LATCF. The first payment will be available immediately and will be made to eligible recipients on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own revenue sources. Recipients should review the [LATCF Eligibility and Allocation Methodology for County Governments](#) to learn more about eligibility for the program and Treasury's allocation methodology and the [LATCF guidance](#) to learn more about eligible uses and other important information related to the fund.

**Treasury will be hosting an information session on October 4, 2022, at 3:00pm ET for eligible revenue sharing counties on the LATCF. You may [register here](#) for the information session.**

For questions regarding the LATCF, please email [LATCF@treasury.gov](mailto:LATCF@treasury.gov).

Sincerely,

# US Department of the Treasury

State	Recipient Name	FY22 Allocation	FY23 Allocation
South Carolina	Oconee County	\$280,797.83	\$280,797.83
South Carolina	Orangeburg County	\$50,000.00	\$50,000.00
South Carolina	Pickens County	\$50,000.00	\$50,000.00
South Carolina	Richland County	\$56,240.14	\$56,240.14
South Carolina	Saluda County	\$50,000.00	\$50,000.00
South Carolina	Union County	\$253,455.91	\$253,455.91
South Carolina	Williamsburg County	\$50,000.00	\$50,000.00
South Carolina	York County	\$50,000.00	\$50,000.00
South Dakota	Aurora County	\$50,000.00	\$50,000.00
South Dakota	Beadle County	\$50,000.00	\$50,000.00
South Dakota	Bennett County	\$66,225.90	\$66,225.90
South Dakota	Bon Homme County	\$50,000.00	\$50,000.00
South Dakota	Brookings County	\$50,000.00	\$50,000.00
South Dakota	Brown County	\$50,000.00	\$50,000.00
South Dakota	Brule County	\$50,000.00	\$50,000.00
South Dakota	Buffalo County	\$51,167.26	\$51,167.26
South Dakota	Butte County	\$256,246.37	\$256,246.37
South Dakota	Campbell County	\$50,000.00	\$50,000.00
South Dakota	Charles Mix County	\$82,358.03	\$82,358.03
South Dakota	Clark County	\$50,000.00	\$50,000.00
South Dakota	Clay County	\$50,000.00	\$50,000.00
South Dakota	Codington County	\$50,000.00	\$50,000.00
South Dakota	Corson County	\$283,910.43	\$283,910.43
South Dakota	Custer County	\$635,919.07	\$635,919.07
South Dakota	Davison County	\$50,000.00	\$50,000.00
South Dakota	Day County	\$50,000.00	\$50,000.00
South Dakota	Deuel County	\$50,000.00	\$50,000.00
South Dakota	Dewey County	\$314,712.65	\$314,712.65
South Dakota	Douglas County	\$50,000.00	\$50,000.00
South Dakota	Edmunds County	\$50,000.00	\$50,000.00
South Dakota	Fall River County	\$684,507.21	\$684,507.21
South Dakota	Faulk County	\$50,000.00	\$50,000.00
South Dakota	Grant County	\$50,000.00	\$50,000.00
South Dakota	Gregory County	\$50,000.00	\$50,000.00
South Dakota	Haakon County	\$50,000.00	\$50,000.00
South Dakota	Hamlin County	\$50,000.00	\$50,000.00
South Dakota	Hand County	\$50,000.00	\$50,000.00
South Dakota	Hanson County	\$50,000.00	\$50,000.00
South Dakota	Harding County	\$159,843.84	\$159,843.84
South Dakota	Hughes County	\$50,000.00	\$50,000.00



FS Agreement No. 22-MU-11020300-057

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**FALL RIVER, COUNTY OF**  
**And The**  
**USDA, FOREST SERVICE**  
**BLACK HILLS NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Fall River, County of, hereinafter referred to as “the County,” and the United States Department of Agriculture (USDA), Forest Service, Black Hills National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: As provided for by the National Environmental Policy Act (NEPA), and the 2012 Planning Rule (36 CFR 219), the U.S. Forest Service must prepare an Environmental Impact Statement (EIS) to revise the Black Hills National Forest’s Land Management Plan (Forest Plan). The EIS process is meant to inform both the U.S. Forest Service and the public about the environmental impacts of the plan revision before a final decision is made. The County has requested, and the U.S. Forest Service has agreed to grant, cooperating agency status with respect to the development of the revised Forest Plan for the Black Hills National Forest pursuant to 40 CFR 1501.8.

Title: Forest Plan Revision - Cooperating Agency

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to define the relationships and duties of the U.S. Forest Service, acting as lead agency, and the County as a cooperating agency, for the purpose of preparing a revised Forest Land Management Plan (Plan) and an associated Environmental Impact Statement (EIS). The U.S. Forest Service recognizes that the the County has knowledge, experience and expertise, with respect to environmental, economic, and social impacts/conditions to inform the proposed plan revision process as defined at 36 CFR 219, otherwise known as the 2012 Planning Rule. The County recognizes that the U.S. Forest Service has final decision-making authority regarding the scope of the analysis. In particular, the U.S. Forest Service is seeking assistance from the County to help provide knowledge and information that will help address management issues related to, but not limited to, land use plans, local social and economic conditions and natural resource management concerns related to range, roads, timber, wildlife, fire, recreation, land and water conservation. Additionally, the U.S. Forest Service invites the submittal of other information, data and comments from the County pertaining to the Black Hills National Forest Plan revision process. The establishment of this MOU further promotes responsible, transparent and timely



dialogue during the Plan revision analysis, between the County and the Black Hills National Forest in accordance with the following provisions.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The County has significant portions of the Black Hills National Forest within its border. It is in the interest of the County to provide information and special expertise for use in the development of the revised Forest Plan, including the formulation and analysis of options/alternatives. As a cooperating agency, the County may assist in reviewing the components of the plan and the monitoring program/proposals as they relate to County resources and jurisdiction.

The U.S. Forest Service has a mutual interest in incorporating information and special expertise provided by the County for a complete analysis of impacts and formulation of a full spectrum of alternatives during the Forest Plan revision.

Through this cooperative effort, the U.S. Forest Service and the County will gain a greater understanding of how the revised Forest Plan may impact or affect the associated ecological, social and economic concerns of the County and the residents of the County. Both parties will benefit through increased communication, sharing of information, and cooperation in implementing their respective missions as a part of the Black Hills National Forest Plan revision process.

In consideration of the above premises, the parties agree as follows:

## **III. THE COUNTY SHALL:**

- A. Perform the duties of a Cooperating Agency as defined in 40 CFR 1501.8 for environmental analyses conducted which effect the County for which the U.S. Forest Service is the lead Federal agency and the County has special expertise, jurisdiction or significant economic or environmental impacts.
- B. As mutually agreed, provide information, comments and technical expertise to the U.S. Forest Service regarding those elements of the environmental analyses for which it has jurisdiction or special expertise. This may include review and written comments on draft environmental analyses prior to public distribution to ensure technical accuracy of disclosures regarding state laws, regulations, plans, programs and policies, and recommendations for improvement of materials that are found to be incomplete or inaccurate. Please see attached Communications Protocol, Exhibit A.
- C. Share with the U.S. Forest Service, data and other information within its special expertise and jurisdiction that are or may be relevant to the development of the environmental impact statement and/or environmental assessment.





- D. Provide copies of and explain the relationship of existing and proposed laws, regulations, plans, programs, and policies within its special expertise and jurisdiction that are or may be relevant to the project.
- E. Participate in government-to-government coordination meetings and field reviews with the U.S. Forest Service, if feasible.
- F. Participate when appropriate in the scoping process, including advice on public involvement strategies, addressing environmental issues as identified in the NEPA process, identifying potential effects of alternatives, suggesting mitigation for environmental effects, and providing comments on drafts of the NEPA documents.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Retain final responsibility for the content of all environmental analysis documents.
- B. Be responsible for determining the purpose and need for the project, selecting alternatives for analysis, selecting the preferred alternative and determining appropriate mitigation measures. In meeting these responsibilities, the U.S. Forest Service will follow all applicable statutory and regulatory requirements.
- C. Use the environmental analysis and proposals for cooperating agencies with jurisdiction by law or special expertise, to maximum extent possible consistent with its responsibility as lead agency.
- D. Consistent with the purpose and intent of this agreement, provide the County with copies of documents relevant to the County's responsibilities, including technical reports, data, analyses, comments, working drafts and final environmental analysis documents. The U.S. Forest Service will exercise reasoned use of agency discretion to determine when to provide such documents.
- E. In a timely manner, provide notice of availability of electronic copies to the County of all draft and final project EIS's and potentially controversial Environmental Assessment (EA)' s, unique proposals, or other actions specifically requested by the County.
- F. Meet with the County Commission, or its designee, at the County's request.

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. CONFIDENTIALITY: Both parties recognize and agree that the environmental data present through interdisciplinary meetings or draft documents are to





remain confidential. The U.S. Forest Service will be solely responsible for releasing information to the public regarding plan revision documents. Any inquiries from the general public, pertaining to environmental analyses or its associated material, will be directed to the U.S. Forest Service.

- B. RESPONSIBILITIES OF PARTIES. The U.S. Forest Service and the County, along with their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- C. The parties agree to participate in all NEPA processes in good faith and make all reasonable efforts to resolve disagreements. Where disagreements may impede effective and timely completion of a NEPA analysis, the parties agree that the U.S. Forest Service retains final responsibility for the NEPA analysis and subsequent decisions. If the parties agree, they shall retain an in-house or independent facilitator to foster clear and efficient communications. The facilitator's responsibilities, selection, direction and compensation will be identified for the specific NEPA process undertaken.
- D. The parties agree to comply with the schedule developed for plan revision.
- E. Any additional provision regarding the responsibilities of either party will be identified in an amendment to this MOU through a written agreement of all signatories.
- F. Each party will designate a representative to ensure coordination between the County and the U.S. Forest Service during the process. Either party may change its representative as needed.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Lance S. Russell, Attorney at Law 906 N. River St. Ste. 301, Hot Springs, SD 57747-1309 605-745-3228 Email: <a href="mailto:lance_russell@yahoo.com">lance_russell@yahoo.com</a>	Lance S. Russell, Attorney at Law 141 S. Chicago St. Hot Springs, SD 57747 605-745-3228 Email: <a href="mailto:lance_russell@yahoo.com">lance_russell@yahoo.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Lou Conroy 1019 North 5th Street Custer, SD 57730 605-673-9207 Email: <a href="mailto:louie.conroy@usda.gov">louie.conroy@usda.gov</a>	Dave Graham 8221 Mt. Rushmore Road Rapid City, SD 57702 605-716-2119 Email: <a href="mailto:david.graham@usda.gov">david.graham@usda.gov</a>

- H. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the County, at the County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- J. **ENDORSEMENT.** Any of County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of County's products or activities and does not by direct reference or implication convey the County's endorsement of the U.S. Forest Service products or activities.
- K. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and



cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.





- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. DEBARMENT AND SUSPENSION. The County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- T. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through September 21, 2027 at which time it will expire.
- V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual



parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

\_\_\_\_\_  
JOE FALKENBURG, Chair  
Fall River, County of, Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
JEFF TOMAC, Forest Supervisor  
U.S. Forest Service, Black Hills National Forest

\_\_\_\_\_  
Date

The authority and format of this agreement have been reviewed and approved for signature.

**DAVID GRAHAM**

Digitally signed by DAVID GRAHAM  
Date: 2022.09.21 08:27:42 -06'00'

\_\_\_\_\_  
DAVID GRAHAM  
U.S. Forest Service Grants Management Specialist

\_\_\_\_\_  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**EXHIBIT A**  
**Forest Service Agreement No. 22-MU-11020300-057**

**Communications Protocol**

Pursuant to paragraph III.B of the Memorandum of Understanding between the Black Hills National Forest and Fall River, County Of, the following outlines a protocol to facilitate communication and coordination for the exchange of information between the Cooperator, and the U.S. Forest Service. All communication between the U.S. Forest Service and the Cooperator will be part of the U.S. Forest Service's deliberative process regarding Forest Plan Revision.

The Cooperator is entitled to a consultive relationship with the U.S. Forest Service.

Law, regulation, policy, and agency guidance require that NEPA procedures be implemented in an open, fair, and balanced manner, providing the public and the Cooperator with equal access to the U.S. Forest Service and its decision-making process.

To assure that information is being conveyed consistently. It is prudent for the Cooperator to communicate regularly with the Forest Supervisor and/or the Forest Plan Revision Team Leader. The following communication practices will be observed during the NEPA process for Forest Plan Revision:

1. Throughout the revision process, internal U.S. Forest Service information that may be available to the Cooperator is not available to the public unless prior approval is obtained from the U.S. Forest Service. The Parties expect that the U.S. Forest Service and its Forest Plan Revision Team and the Cooperator may be engaged in deliberative communications in the development of the Environmental Impact Statement (EIS). The Parties understand and agree that these deliberative communications will not be released to the public and may be exempt from release under FOIA.
2. The Forest Supervisor and/or the Forest Plan Revision Team Leader, will provide the Cooperator with periodic updates regarding milestones achieved in the analysis.
3. Any information submitted to the Forest Supervisor and/or the Forest Plan Revision Team Leader by the Cooperator for the purposes of the analysis which the Cooperator considers to be confidential information and exempt from disclosure under the Freedom of Information Act (FOIA) shall be labeled as such by the Cooperator. In the event that a member of the public submits a FOIA request which describes the Cooperator's confidential information, the U.S. Forest Service will notify the Cooperator of such a request provided under the terms of agency regulations (7 CFR § 1.2 and 43 CFR § 2.15).
4. All communications from the Cooperator to the U.S. Forest Service regarding the analyses shall be made between the Cooperator's principal point of contact and the Forest Supervisor and/or the Forest Plan Revision Team Leader, unless instructed to communicate directly with another U.S. Forest Service employee. The parties recognize



that the Cooperator may need to contact representatives of the U.S. Forest Service from time to time on matters which do not relate to the analyses, and nothing in this Agreement shall limit communication on such other matters.

5. Nothing in this Agreement shall prevent the Cooperator from participating in public review of the analyses to the same extent as is permitted to any other member of the public.
6. All requests for information from the public or media shall be directed to the U.S. Forest Service. The Cooperator shall not speak for the U.S. Forest Service.

## 18. TRUCK 3/4 TON 4 X4 SHORT BOX

**LAMB MOTORS**  
**FORD F250**  
**CONTRACT #: 17619**

**FLEX FUEL**

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.		
COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Blue	Anti-Matter Blue	
Gray	Carbon Gray	
Red	Race Red	
Silver	Iconic Silver	

Engine, 6.2 V8  
 Transmission, Automatic  
 Leaf Spring Rear Suspension  
 Power Door Locks with FOBs  
 Brakes – ABS  
 Power Windows  
 Deep Tint Rear Windows  
 Electronic 4-wheel drive selection  
 Radio, AM/FM  
 Bluetooth Capability  
 Backup Camera  
 Armrest, Fold Down (Cloth Only)  
 Air Conditioning  
 Air Bags, Side Impact  
 Bumper, Rear Step  
 Cruise Control  
 Floor Covering, Rubber  
 Box Length 6.75'  
 Guard, Skid plate Package - Manufacturer's Standard  
 GVW, 8500 Lb. Minimum  
 Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission  
 Light, Rear Cargo  
 Lights, Clearance Roof 5 Amber Color  
 Brake Controller, Integrated  
 Mirrors, Trailer, Powered, Adjustable, Heated  
 Seat, Cloth, Split Bench  
 Seat, Bench Type, Second  
 Tilt Steering  
 Spare tire, full size, jack, and accessories  
 Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG Standard Bracket  
 Tires, LT All Terrain  
 Tow Hooks, 2 on Front  
 Wipers, Multiple Speed  
 Factory Cab Headliner  
 Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)  
 Factory Freight

Delivery Date 60 – 240 days

Base Cost

Crew Cab \$47780

- Engines, Option, Gas 7.3 \$2505
- Engines, Option, Diesel 6.7 \$10950
- Restrict/override exhaust regeneration/level of DEF fluid. \$350
- Axle, Option Ratio Rear, (Contact Vendor) \$575
- Axle, Locking Differential \$575
- Long Box Length 8' \$400
- Light, Spotlight, Roof Mounted 6" \$775

• Seats, Vinyl	\$100
• Seats, Bucket	\$615
• Factory Installed 110v Converter (300-watt min.)	\$251
• Two factory installed accessory switches	\$255
• Grill Guard	\$1800
• Spray on Bed Liner	\$850
• Large Backup Display (list size) 8"	\$525
• Paint Upgrade Charge	\$690
• Fx4 Off Road Package	\$890
• Remote Start	\$295
• Splash Guards (4)	\$230
• LT265/70R17 E Rated 10 ply Tires Mud & Snow	\$390
• High Mounted Rear Camera	\$250
• Block Heater	\$175
• BLIS Blind Spot Monitor	\$590
• LED Box Lighting	\$150
• Tailgate Step	\$595
• Reverse Sensors	\$325
• Soft Roll Up Tonneau Cover (Truxedo)	\$695
• Tri-Fold Hard Tonneau Cover	\$1525
• Fiberglass Topper Painted to Match	\$3500



# Getting the facts straight about modems and South Dakota

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## 1. Do ES&S DS200 tabulators in South Dakota have modems?

No. Modems are not present in any ES&S DS200 machines in South Dakota.

Modem components are not resident on the DS200 by default, but rather a separate board that is only installed in DS200s in those jurisdictions where a state may permit their legal use. Additionally, DS200s without a modem component do not include the application or the network architecture required to support modeming and allow a modem to operate on the machine. Neither the modem application, required modem components, or network architecture technology are used, installed or certified in South Dakota, and therefore not present in the machines.

## 2. How do we know modems aren't in DS200s in South Dakota?

South Dakota counties are prohibited from purchasing equipment that is not certified in the state and ES&S has not certified modeming capabilities for DS200s in the state. Additionally, ES&S has compliance oversight procedures which prevent uncertified equipment from being shipped to states.

It's important to note that today's modern cellular modeming technology also requires a private network service provider such as Verizon. None of that technology is currently in use or in place in South Dakota.

## 3. I've read articles saying DS200s have modems. What are they referencing?

Any articles regarding the DS200 and the presence or use of modems in any state where they are not certified simply are not accurate. Modeming technology has not been certified for use in South Dakota.

Do note that in a few states it is a legal practice to use cellular modems to transmit unofficial election results after the polls are officially closed and all voting has ended. In those states which allow for the use of modems, ES&S uses mobile private network connectivity, industry best practices, and numerous security safeguards to protect the transfer of these unofficial election night results. Final official results are physically uploaded at election headquarters prior to final certification. The physical ballots and printed results tapes are always protected.

Again, modem components are not resident on the DS200, but rather a separate module that is only installed in DS200s in those jurisdictions where the State has certified their use.

## 4. Do central count tabulators in South Dakota, including the DS450 and DS850 have modems?

No. South Dakota's central count tabulators do not contain modems and they are incapable of being connected to the internet.

## 5. Do the ES&S ExpressVote Universal Voting Machines have modems?

No. The paper-based ExpressVote is a hardened ballot-marking device. It lacks the technology to modem or communicate via a network.

## 6. Do ES&S voting systems certified in South Dakota allow for modeming?

No. Modeming is not certified or allowed in South Dakota.