

Reducing Racial and Ethnic Disparities (R/ED)
Subgrant Application
South Dakota Department of Corrections
APPLICATION DUE: June 6, 2023

Applications with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 6, 2023**. Faxed and emailed applications will not be accepted.

Submit complete applications to:

John Stewart
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Boys & Girls Club of Watertown		
Address: 1000 3 rd Ave NE		
City/State/Zip: Watertown/SD/57201	Phone: 605-886-6666	Fax: NA
Email: canfieldl@bgcofwatertown.com	Federal Employer or Payee Identification Number (FEIN): 46-0311845	
Project Director Name: Louis Canfield		Title: Director of Youth Diversion
Agency: Boys & Girls Club of Watertown	Address: 1000 3 rd Ave NE	
City/State/Zip: Watertown SD 57201	Phone: 605-886-6666	Fax: NA
Email: canfieldl@bgcofwatertown.com		
Please indicate the name of the service(s) implemented: Codington County JDAI and Youth Diversion		
Project Title:	Codington County Reception Center	
Requested Project Period:	July 1, 2023 – June 30, 2024	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$20,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
6% of Director of Youth Diversion Salary	\$4,500
Youth Diversion Coordinator time (85 hours)	\$1,250
<i>Employee Fringe Benefits</i>	
TOTAL	\$5,750
B. Contracted Services	TOTAL
Reception Center Contract (est. 6 month in operation x \$1,000)	\$6,000
TOTAL	\$6,000
C. Travel and Per Diem	TOTAL
Travel for staff and community partners (various reception sites)	\$2,750
TOTAL	\$2,750
D. Equipment	TOTAL
Security features for reception center	\$3,500
TOTAL	\$3,500
E. Operating Expenses	TOTAL
Indirect Costs @ 10% of grant	\$2,000
TOTAL	\$2,000
Total Project Budget -- Combined totals for all columns	\$20,000

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing **prior to the expenditure of funds.**

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).

Position #1: Director of Youth Diversion

Justification for the position :

Funds to provide a portion of the Director of Youth Diversion Salary for recruitment, training, and travel time. When in operation, funds will allow staff to be available in the evenings and weekends to meet with youth that scores for an alternative and to serve as the liaison between youth, LE, and reception staff, school, and home.

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

While much of the work with this program will be conducted during regular office hours, a significant portion of time will be spent during the evenings and weekends. In most cases, youth offend in the evenings, and that is when these meetings with the coordinator, LE, and the reception center will take place. Additional training, travel, and recruitment of community partners have been factored in as well.

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Reception Center Community Partner Recruitment	25%
2. Visits/Learning about Reception Centers in Operation	50%
3. Case Management Tracking and On-Call Responsibilities	10%
4. Court Service and Family Liaison Services	15%

Wage/Salary: \$4,500 (6% of Staff Time)

Benefits:

Position #2: Youth Diversion Coordinator

Justification for the position :

Funds to provide a portion of Diversion Coordinator time to assist with recruitment, training, and travel time. When in operation, funds will allow staff to serve as an alternate to be available in the evenings and weekends to meet with youth that scores for an alternative and to help serve as the liaison between youth, LE, and reception staff, school, and home.

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

While much of the work with this program will be conducted during regular office hours, a significant portion of time will be spent during the evenings and weekends. In most cases, youth offend in the evenings, and that is when these meetings with the coordinator, LE, and the reception center will take place. Additional training, travel, and recruitment of community partners have been factored in as well.

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Visits/Learning about Reception Centers in Operation	70%
2. Case Management Tracking and On-Call Responsibilities	15%
3. Court Service and Family Liaison Services	15%
4.	

Wage/Salary: \$1,250

Benefits:

Please attach additional sheets for more than 2 positions
SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. <u>Contracted services fees cannot exceed \$650 per day.</u>	
Consultant #1:	Reception Center (To Be Determined)
Consultant Fees:	
Contracted Service:	\$1,000 monthly contracted services x 6 months (We plan to recruit within the first half of the grant year and operate the program by January 1, 2024).
Selection Process:	
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel <u>must be calculated at current state rates</u> (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).	
Purpose of Travel:	Local State Reception Center Site Visits (Sioux Falls @ 200 miles, Rapid City @ 720 miles & Pierre @ 390 miles)
	$1310 \times \$0.42 = \550.20 $Per\ Diem: 5 \times \$32.00 = \160.00 $Hotel \times 2\ nights = \400.00
Purpose of Travel:	Out-of-State Reception Center Site Visit
	$Mileage: 200 \times \$0.42 = \84.00 $Per\ Diem: 3 \times \$32.00 = \96.00 $Hotel \times 3\ nights = \600.00 $Ground\ Transportation = \150 $Airfare = \$700.00$
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
\$3,500 for security enhancements in the event a reception center has a need (i.e. security camera and additional keys/door fobs)	
Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	
10% of grant funds for Indirect Costs to allow for facility usage, print materials, vehicle usage, etc.	

SECTION 4. APPLICATION NARRATIVE

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

- A. Project Abstract and Demonstration of Need;**
- B. Strategy for Implementation.**

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

Provide a narrative overview of the proposed project including a demonstration of need through findings of assessments and data. This section is not to exceed one page.

In 2022, the RAI override-up rate in Codington County was 37%. In comparison, the override-up rate in 2019 was 30%. Even after making significant changes with juvenile justice reform, we are still unable to reduce this percentage to under 25%. In breaking down the 2022 data further, of the 16 RAIs that were overridden to detention, 50% were youth of color (1 Hispanic, 6 Native American, and 1 Asian). Additionally, 63% of these youth were male. The work to reduce racial, ethnic, and gender disparities continues, and having other alternatives to detention and admissions would decrease the over-representation of these populations. A Youth Reception Center within Codington County would assist greatly with these efforts.

The Boys & Girls Club, in partnership with Codington County Officials, have been operating a JDAI (Juvenile Detention Alternatives Initiative) program since 2019. During this time, stakeholders consistently review work plans to evaluate goals for the coming year. This next fiscal year, we would like to focus on the racial and ethnic disparities that exist in our County. With this funding, our JDAI efforts will work to eliminate disparity, as our data supports the need to create culturally responsive programming for the youth and families we serve. Our grant project will include research, planning, and identifying the process for opening a youth Reception Center for the County. In this first year, we will treat it as a pilot program. We understand there is a lot to learn from other Counties working on this strategy, and we will use the first six months of the grant period to research and gather information on how to best operate a successful youth Reception Center. In the second half of the grant year, we will plan to locate a facility, along with a facility coordinator, who will be responsible for the intake process and youth assessment.

As evidenced through research, it is best practice to serve individuals in the least restrictive setting. Such research tells us that if low-risk youth are over-supervised and held in more secure settings, they are learning worse behaviors/criminal thinking strategies. This in turn, increases our recidivism rate, therefore decreasing our public safety. This will also provide an opportunity to educate the community on the topic that locking children up in secure detention cannot be the solution.

Another need for a Reception Center is to alleviate the time which Law Enforcement Officers on patrol have to spend with a youth offender. This model will allow an officer to transport the youth to the Reception Center while the youth member waits for their parents/guardian to be contacted. According to a Captain with the Watertown Police Department, this is a big issue. He says that many times, youth just have to hang out at the Police Department until a family member arrives, which is not ideal. A Reception Center will offer a safe environment and will give time to determine if other resources are necessary at the time of the offense. If a victim of the youth's crime is at home, then it will be determined if it is safe for the youth offender to go home. Ultimately, the Reception Center will reduce the time an officer would be off the street dealing with juvenile

intake processes and provide a tool to support officers engaging with non-detainable youth to assess for safety and risk factors.

A Reception Center will reduce the number of non-detainable youth incarcerated, increase community prevention, and prevent youth from needing deeper services through the juvenile justice system. Key partners will include the Boys & Girls Club of Watertown, Codington County State's Attorney's Office, Third Judicial Circuit Judge, and Law Enforcement officials. Together, this group will work on developing the back-side of operations to establish the Reception Center.

B. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY

Describe your strategy for implementing and sustaining the chosen plan (including goals, objectives, and a timetable) for the following:

1. Mobilizing the community to assume responsibility for supported services through involving various sectors;
 2. Obtaining resources to aid in implementing the chosen plan;
 3. Coordinating the implementation of the chosen plan; and
 4. Sustaining the plan following funding under this subgrant
-
- I. Create a sub-committee within our JDAI collaborative and community to take the lead on the Reception Center project by July 2023.
 - II. Determine which communities utilize a Reception Center and schedule tours to learn the best practices in their operations by August 2023.
 - III. Ongoing meetings ongoing with sub-committee and community partners to answer questions and develop plans and processes for our local Reception Center. Inform and update JDAI collaborative at each quarterly meeting.
 - IV. Educate the community about the Reception Center as a detention alternative by December 2023. Informative meetings will be held with system stakeholders, non-profit organizations, and faith-based organizations.
 - V. Recruit a family/organization to serve as Reception Center by January 2024.
 - VI. Work in conjunction with state partners and other Reception Centers to provide relevant training for our local sub-committee and Reception Center team.
 - VII. Utilize Youth Reception Center as a detention and admission alternative by February 2024.

- VIII. Develop data tracking system and analysis process to ensure this alternative is successful by February 2024.
- IX. Boys & Girls Club JDAI Coordinator will direct efforts and serve as the liaison between youth, court, and Reception Center to ensure youth are successful.
- X. Coordinate efforts to ensure youth are transitioned back into their family of origin home as quickly as possible with appropriate support systems in place.
- XI. Submit for reimbursement on a monthly basis.
- XII. Identify gaps in services, need for additional resources and sustainability options by next project year.

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

“Direct benefit” does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Dadra Avery, School Counselor at Sturgis Brown High School;

Pat Bad Hand, Rosebud Sioux Tribe Detention Center;

Mason Best, Youth Member;

Judge Tami Bern, First Judicial Circuit Judge;

Skyllir Skipper, Youth Member;

Kristi Bunkers, Department of Corrections Director of Juvenile Services;
Kim Cournoyer, Service Provider at Great Plains Psychological Associates;
Charles Frieberg, Director of Trial Court Services;
Melanie Boetel, Department of Social Services;
Daniel Hagggar, Minnehaha County States Attorney;
Cindy Heiberger, Former Minnehaha County Commissioner;
Doug Herrmann, Executive Director of The Club for Boys;
Sheriff Brad Howell, Codington County Sheriff;
Angela Lisburg, Avera Saint Mary's Hospital;
Dave McNeil, Aberdeen Police Department Chief;
Jen Johnson, Southeastern Directions for Life JJRI Coordinator;
Tierney Scoblic, Youth Member; and
Cassidy Frederick, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

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

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

SECTION 6. SIGNATURES

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required

County Commission Chair

Name Lee Gabel <i>Troy Vandusen</i>		Title Codington County Commission Chair	
Address 14 1 st Ave SE		City/State/Zip Watertown SD 57201	
E-mail <i>dl@gabel@codington.org</i>	Phone 605-880-1278	Fax 605-882-6288	
Signature <i>Troy Vandusen</i>	Date <i>6/14/23</i>		

B. Project Director

Name Liz Christianson		Title Executive Director – BGC of Watertown	
Address PO Box 833		City/State/Zip Watertown SD 57201	
E-mail <i>christiansonl@bgcofwatertown.com</i>	Phone 605-886-6666	Fax NA	
Signature <i>Elizabeth A. Christianson</i>	Date <i>5/24/2023</i>		

C. Financial Officer

Name Cindy Williamson		Title Director of Finance – BGC of Watertown	
Address PO Box 833		City/State/Zip Watertown SD 57201	
E-mail <i>williamsonc@bgcofwatertown.com</i>	Phone 605-886-6666	Fax NA	
Signature <i>Cindy Williamson</i>	Date <i>5/25/23</i>		

D. Other Official

Name Carmen Means		Title Circuit Judge	
Address 14 1 st Ave. SE		City/State/Zip Watertown SD 57201	
E-mail <i>Carmen.Means@ujs.state.sd.us</i>	Phone 605-882-5110	Fax	
Signature <i>Carmen Means</i>	Date <i>5-26-23</i>		

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1 Support Letter
Attachment 2 MOU
Attachment 3 2022 JDAI Data Sheets
Attachment 4 Boys & Girls Club of Watertown Annual Report
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

STATE OF SOUTH DAKOTA
THIRD JUDICIAL CIRCUIT COURT

CODINGTON COUNTY COURTHOUSE
14 1st Avenue S.E., Watertown, SD 57201
FAX Number (605) 882-5106

HON. CARMEN A. MEANS
Circuit Court Judge
(605) 882-5090
Carmen.Means@ujs.state.sd.us



DAWN RUSSELL
Court Reporter
(605) 882-5092
Dawn.Russell@ujs.state.sd.us

John Stewart
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070

May 26, 2023

Dear Mr. Stewart:

I am writing this letter in support of Codington County's grant requests regarding Court Resource Homes and Racial and Ethnic Disparities. I am in full support of our county's commitment to youth and the changes that revolve around that in Codington county. It has been amazing watching the positive progress in our community over the past few years. If we can continue to grow these programs, we will continue to see progress. When I think about the possibility of having a reception center, I think beyond that to hopefully being able offer some life skills support for our court-involved juveniles.

Through our growth of the diversion program, we are diverting a significant number of juveniles away from the juvenile justice system. We are continuing our work to have robust alternatives to detention. I feel that our county commission has seen and will continue to see the benefits of making these changes as well.

Having community partners like Boys and Girls Club of Watertown and Fallout Shelter Ministries has really made our initiative successful. We continue to have the backing of our law enforcement partners and our State's Attorney's Office. I believe our collaborative works exceedingly well together. I fully support the changes that are being made in our county and I am committed to see our work continue.

Thank you for reading this letter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Carmen Means
Circuit Court Judge
Third Judicial Circuit

**CODINGTON COUNTY JUVENILE DETENTION ALTERNATIVES INITIATIVE
(JDAI) COMMITTEE
MEMORANDUM OF UNDERSTANDING (MOU)**

I. PARTIES

This document constitutes an agreement between the South Dakota Third Judicial Circuit, Codington County, the City of Watertown, Codington County Sheriff's Office, Codington County States Attorney's Office, Third Judicial Circuit Court Services, Watertown Police Department, Human Services Agency, Lutheran Social Services, Watertown Boys and Girls Club, Watertown School District, South Dakota Department of Corrections, South Dakota Department of Social Services, the Codington County Public Defender (local law firm under contract to provide Public Defender services), and other parties as amended.

II. PURPOSE

This agreement establishes the Codington County JDAI Committee and is entered into by the above-named agencies to establish a cooperative relationship by applying the eight core strategies (enumerated in paragraph IV) of the JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention of juvenile offenders;
- Minimize re-arrest of juvenile offenders and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities for juvenile offenders;
- When necessary, redirect public resources and policies to sustain successful reforms.

III. AUTHORITY

The Codington County JDAI Committee shall have the authority to facilitate the coordination of inter-agency solutions to achieve the purpose described above. The JDAI Committee may make appropriate resource or policy recommendations to the governing bodies of the agencies represented on the JDAI Committee.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The period of the agreement is three years from the original date of signature.

Amendments to this MOU must be submitted in writing at least 30 days in advance and approved by all agencies represented herein. In the event additional parties are added to the Codington County JDAI Steering Committee, the new party may be added upon approval by all agencies represented herein.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

V. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the Codington County JDAI Steering Committee will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:


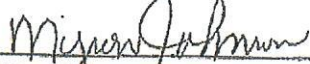
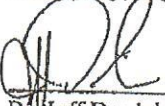


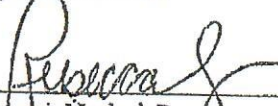






- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;
- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants, and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.

VI. RESPONSIBILITIES OF THE PARTIES

All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the Codington County JDAI Steering Committee agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with public safety. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.

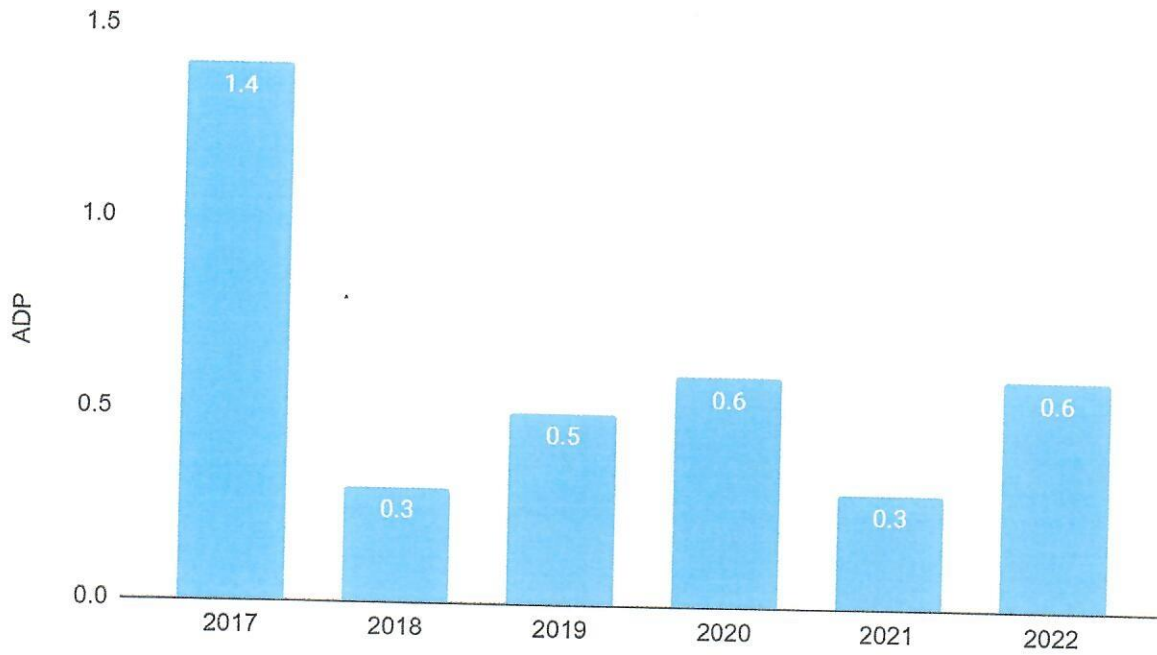
VII. COMMITTEE LEADERSHIP AND MEETINGS

JDAI Co-chairpersons, of the JDAI committee will be a 3rd Circuit Judge chambered in Codington County and a Codington County Commissioner. Meetings will occur at least quarterly and will be led by at least one or both of the JDAI Co-chairpersons. Co-chairpersons have the authority to conduct the meetings to facilitate discussion and decision-making. The committee will appoint a secretary to keep minutes, which will be agreed upon by the committee. In matters that require a vote, each agency represented on the JDAI Committee shall have one vote. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation. 3rd Judicial Circuit Court Services shall assist the co-chairpersons in coordination of meetings.

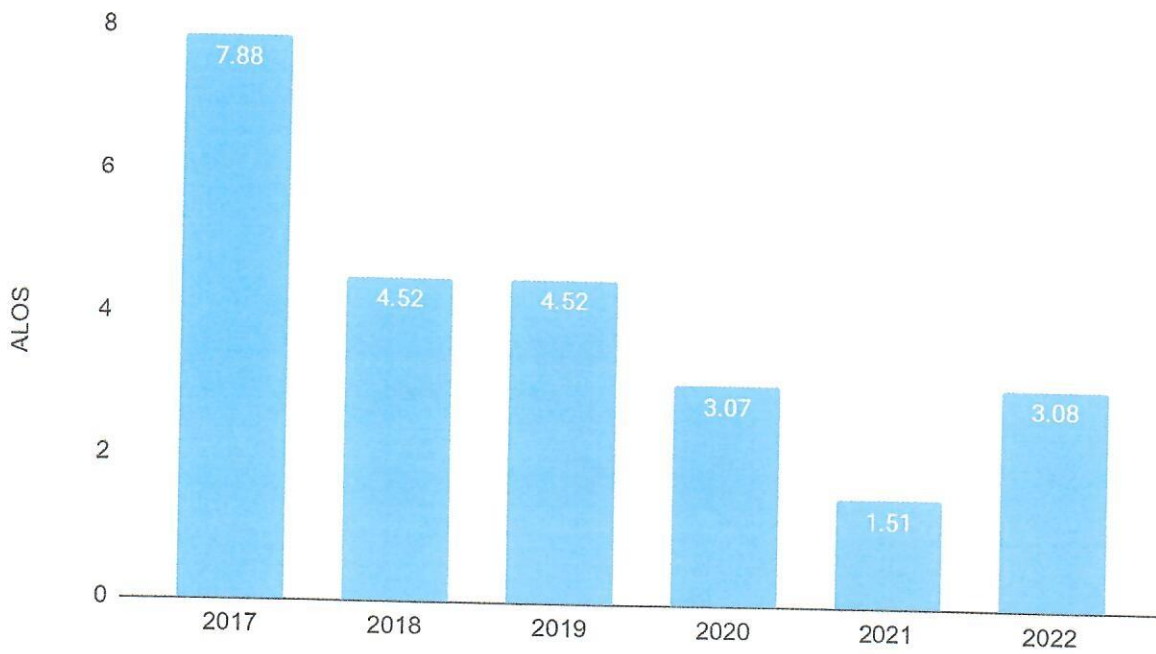
 The Honorable Gregory J. Stoltenburg Presiding Judge, 3rd Judicial Circuit	1-27-18 Date	 Myron Johnson Chairman, Codington County Commissioners	12-12-17 Date
 Dr. Jeff Danielson Superintendent Watertown School District	1-3-18 Date	 Sarah Caron Mayor City of Watertown	1-19-2018 Date
 Brad Howell Sheriff Codington County Sheriff's Office	12-14-17 Date	 Rebecca Morlock Reeves State's Attorney State's Attorney's Office	12-14-17 Date
 Lee McPeck Chief of Police Watertown Police Department	1/22/19 Date	 Molly Ramlo Third Judicial Circuit Court Services	12/19/17 Date
 Amber Nogelmeier South Dakota Department of Corrections	12-19-17 Date	 Dawn Johnson Regional Manager Department of Social Services	2/27/18 Date
 Charles Sherman, PhD. Date Executive Director Human Services Agency	1-31-18 Date	 Liz Christiansen Director Boys and Girls Club	2/8/18 Date

Codington County JDAI Data

Average Daily Population

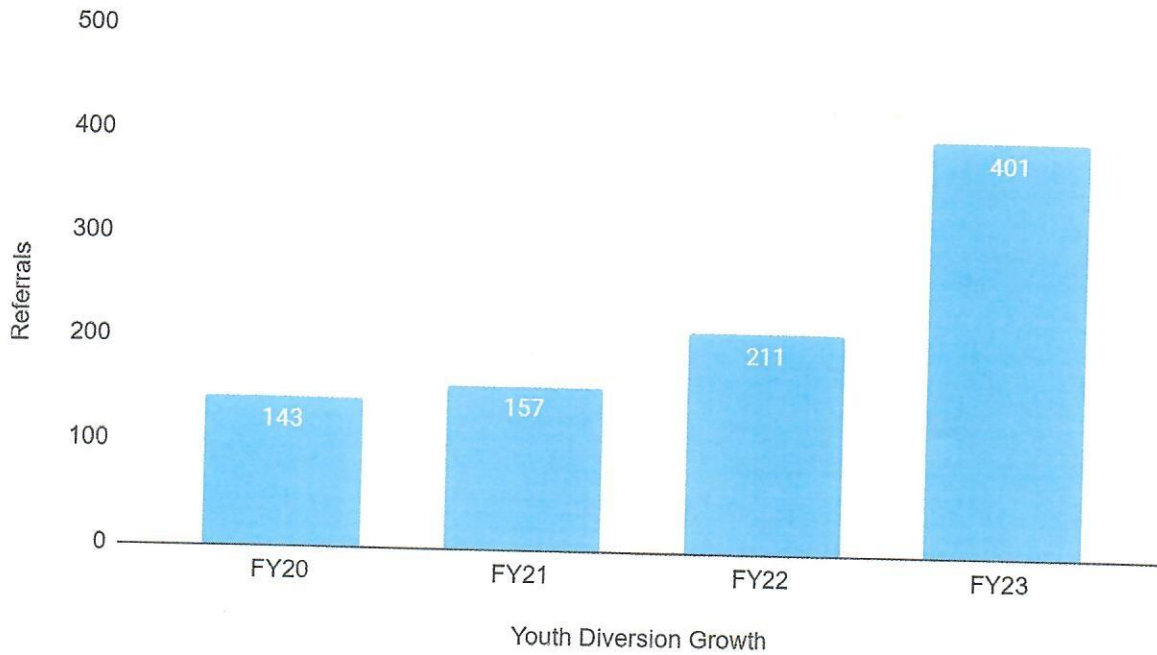


Average Length of Stay

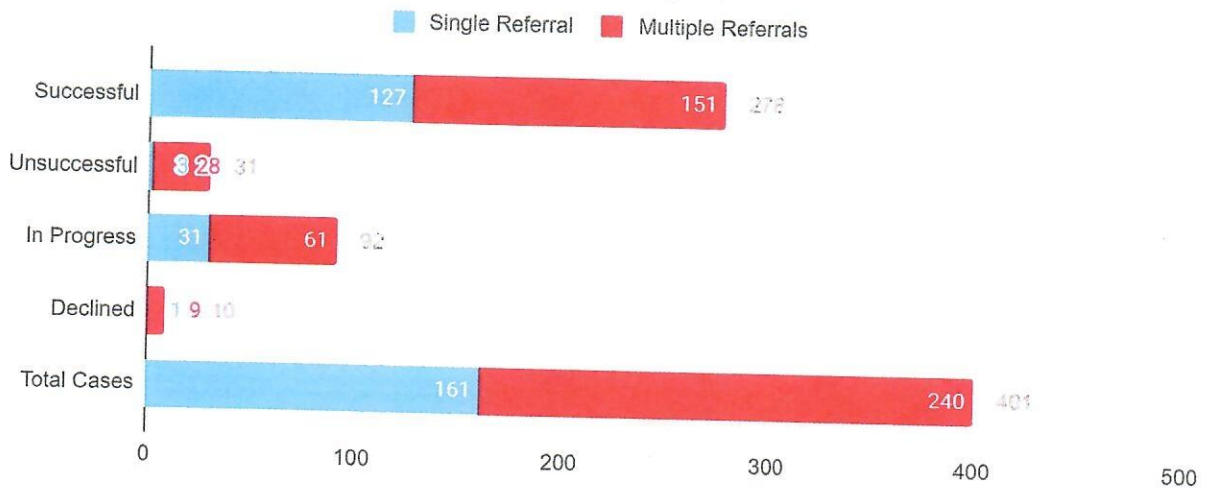


Codington County Youth Diversion Data

Referrals vs. Youth Diversion Growth

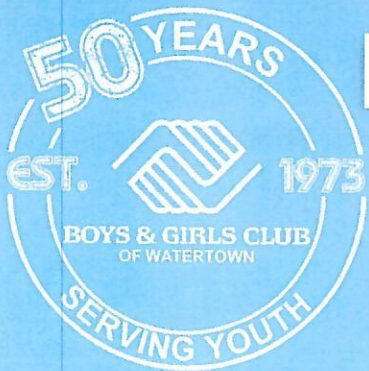
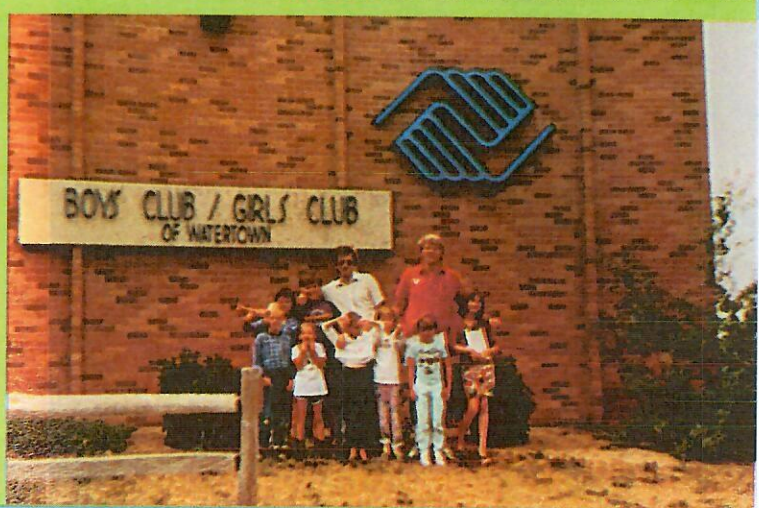
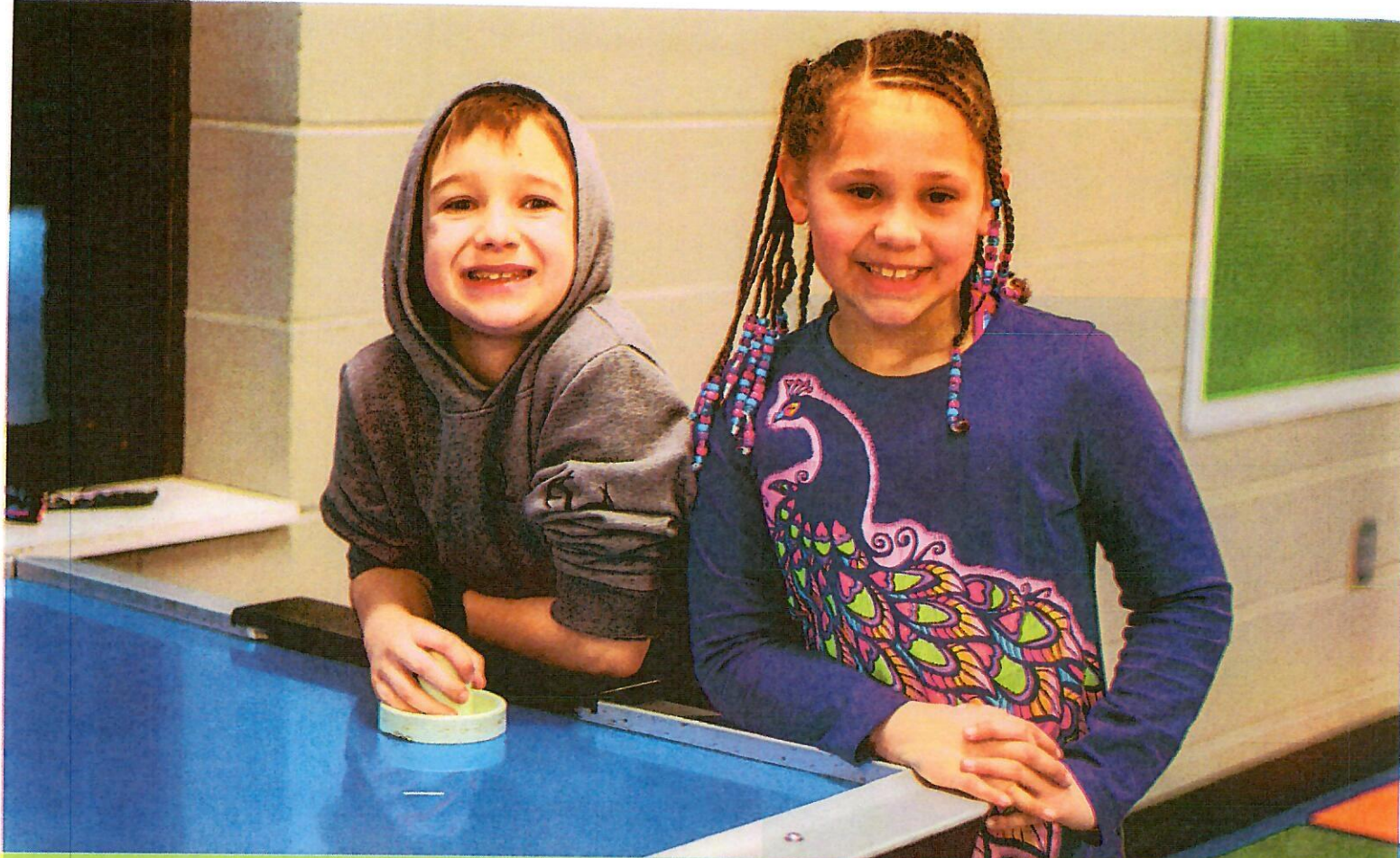


FY23 Juvenile Referrals (Single vs. Multiple)



Codington County

	2017	2018	2019	2020	2021	% Change
Admissions	64	25	42	72	79	73.4375%
Bed Days	504	113	190	221	119	-76.3889%
ADP	1.4	0.3	0.5	0.6	0.3	-78.5714%
ALOS	7.875	4.52	4.5238	3.0694	1.5063	-80.8724%
Youth of Color	20	12	17	26	24	20%
YOC Bed Days		41	21	36	32	-21.9512%
YOC ADP		0.112	0.058	0.099	0.088	-21.4286%
YOC ALOS		3.4167	1.2353	1.3846	1.3333	-60.977%
Felony Admissions	12	8	10	17	23	91.6667%
Misd. / Other Offenses	19	11	11	13	28	47.3684%
CHINS Admissions	0	0	0	0	0	0%
Other Admissions	15	6	29	17	28	86.6667%
Override Up	13	3	17	22	16	23.0769%
Override Up YOC	5	3	3	7	6	20%



BOYS & GIRLS CLUB OF WATERTOWN 2022 Annual Report

Celebrating 50 years in the Watertown Community

DEAR FRIENDS:

Since 1973, the Club has been a second home away from home to young people, and in 2023, we look forward to celebrating our 50th Anniversary with our youth, families, and the community.

- In 2022, the Boys & Girls Club of Watertown served an average of 383 youth each day, ranging from ages 3 – 18 years old.
- There were 1,700 youth memberships and 86 scholarships provided.
- The Club provided over 79,000 healthy meals and snacks.

Because of the generosity of many, we expanded our program offerings.

- Over 70 summer field trips to places like the Zoo, Heritage Museum, and a Minnesota Twins game brought many fun opportunities.
- The “Kindness Club” was launched and numerous activities revolving around caring and citizenship have been integrated into our programs.
- Workforce readiness skills were enhanced as we introduced the theme of “Careers and Industry.” Over 30 businesses participated in a week-long Career Expo.
- Special events, including a teen lock-in, Halloween Party, and intramural sports gatherings, involved not only traditional members but reached over 2,700 youth.

On the operations side, our organization is continually re-investing in our staff members and business procedures:

- Providing professional development and training opportunities to our staff generates innovation and helps us offer the safest programming.
- A new online membership registration system was introduced, providing a quick and contactless method for parents to enroll their children.

We are very grateful for your partnership and are proud of our growth and new opportunities given to children to make a valuable impact in our community.

Sincerely,

Liz Christianson
Executive Director



Jenna Moffatt
2023 Board of Directors President



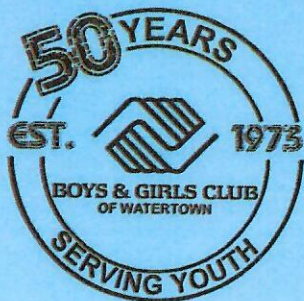
IMPACT ON KIDS

Our Mission

"To inspire and enable all young people to realize their full potential as productive, responsible, and caring citizens."

Our Vision

Our Vision is to provide a world-class Club Experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, demonstrating good character and citizenship, and living a healthy lifestyle.



GOOD CHARACTER & CITIZENSHIP



ACADEMIC SUCCESS

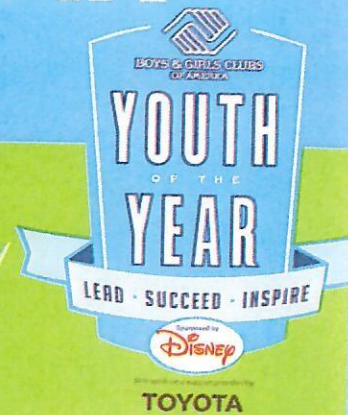
HEALTHY LIFESTYLES



YOUTH OF THE YEAR

Lily Pressler

"My personal perspective has been shaped by peers, mentors, and my diverse community. When a community invests its time and effort into helping others, people can achieve great things; socially, physically, and mentally."



Lily Pressler, age 16

At the Club, the staff played one of the most impactful roles in how I viewed others and, most importantly, how I viewed myself.

At a time of loneliness and lacking the ability to make new connections with people my age, the club staff encouraged me to develop new friendships.

Before I knew it, I wasn't the kid in the corner anymore, instead I was the one looking for kids who needed a friend.

All of my experiences have led me to believe that anybody can benefit from the small acts of kindness and love given out selflessly.

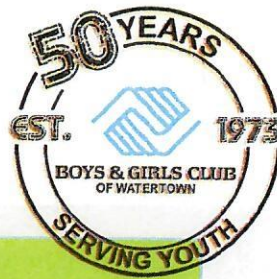
The more I reflect on my experience at the Boys & Girls Club, the more I strive to share my voice and vision and motivate and love those around me; all with the goal of uniting our communities and the world together as one.

I pray my experience can help others and that I can make a difference in the lives around me for the rest of my life.

I am forever grateful for the family, community, and opportunities that have made me who I am today.

My story started at the Club and it is my home away from home, which will always hold a special place in my heart.

KEY STATS

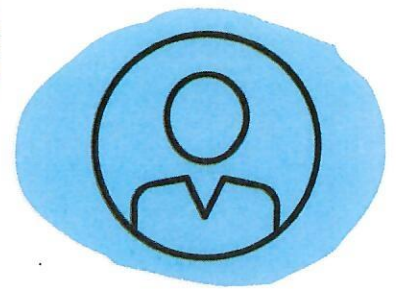


\$25 ANNUAL MEMBERSHIP AT THE MAIN CLUB SITE IS AFFORDABLE TO ENSURE ACCESS FOR ALL

- AGES 3-11: 1,060 YOUTH SERVED
- AGES 12-18: 562 YOUTH SERVED
- 9 SERVICE LOCATIONS ACROSS THE WATERTOWN COMMUNITY



- 2,767 YOUTH IMPACTED WITH SPECIAL EVENTS & COMMUNITY OUTREACH
- 940 MAIN CLUB SITE MEMBERSHIPS
- 131 TEEN MAIN CLUB SITE MEMBERSHIPS
- 258 SINGLE PARENTS HOUSEHOLDS
- OVER 200 EMPLOYERS SERVED



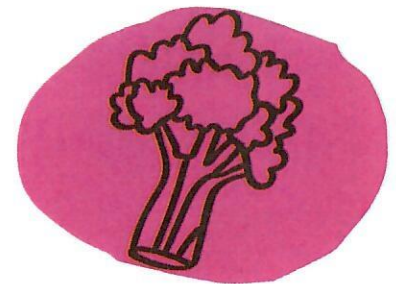
383

AVERAGE DAILY ATTENDANCE



1,700

YOUTH MEMBERSHIPS IN 2022



79,043

HEALTHY MEALS AND SNACKS SERVED AT NO ADDITIONAL COST

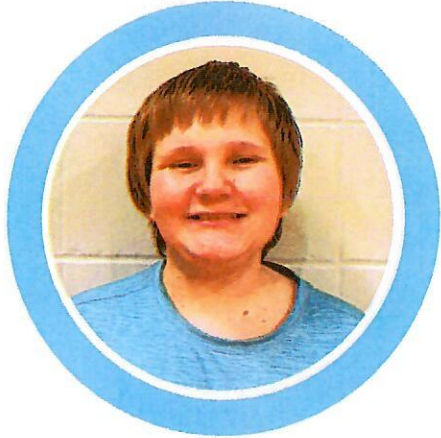


50 YEARS SERVING YOUTH

- The Boys & Girls Club of Watertown opened our doors 50 years ago. Since 1973, the Club has filled the gap between school and home and was launched as a place to inspire and give youth hope and opportunity. It has been a safe place for thousands of youth after school and in the summer. It is a place to dream and a place to grow. And lastly, a place to call home.
- From a steel building on Broadway, to a state-of-the-art facility centered within the academic heart of Watertown, the collaborations have remained consistent and strong. These foundational partnerships have been the key to the success of the organization. The blue doors represent the vast resources and support to meet the ever growing demand for youth services in the Watertown area.
- All year, we will celebrate our 50th Anniversary with community outreach and events to honor our history, programs, volunteers, investors, and of course, our Club kids! Check out many 50th Anniversary updates and see the latest stories and events on our Facebook page or website, bgcofwatertown.com



WHY DO YOU ♥ THE CLUB?



Henry J.

"I like helping other people out and there are so many fun activities to do."



Zoey T.

"All my friends come here and the staff are nice."



Joanna N.

"Creating slime in the Ed Center."



Touqhue L.

"I really liked playing in the bouncy house during a no-school day."

Diversion



The Boys & Girls Club is the lead agency coordinating diversion efforts on behalf of Codrington County. This past year, the Youth Diversion Program has been successful due in major part to the many community partnerships involved. Such partners include law enforcement, the Watertown School District, local human service organizations, Codrington County Court Services, and the State's Attorney.

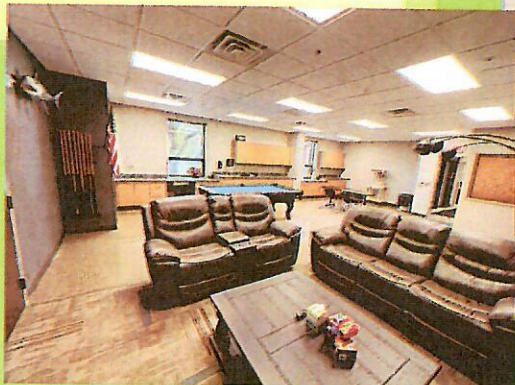
The program stems from the Juvenile Detention Alternative Initiative (JDAI), and it works on the core principles of serving youth in the right place, at the right time, and in the least restrictive setting.

The program serves youth ages 10 -18. Youth offenders learn accountability and make amends for their actions. Without the side effects of the juvenile court system. Common dispositions include community service, educational classes, prevention/counseling/evaluation referrals, restorative services, case management, and Teen Court.

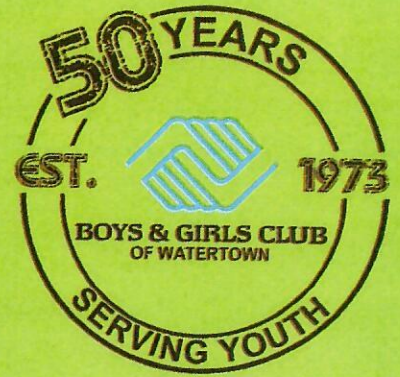
This last year, the program has experienced great growth and positive results:

- 90% of youth diversion cases were successful (154 successful cases).
- Less youth are reoffending after completing the Diversion Program.

The current juvenile recidivism rate is at 24%



WHAT YOUR INVESTMENT MEANS IN 2023



FAMILY AND YOUTH ENGAGEMENT

Our goal is to increase family engagement within our Club programs and activities. When families are meaningfully and consistently engaged in their children's learning and development, they can positively impact their child's health, development, academic, and well-being outcomes into adulthood. Family engagement will include open lines of communication for youth involved in academic assistance and diversion programs and providing more events which include parent participation.



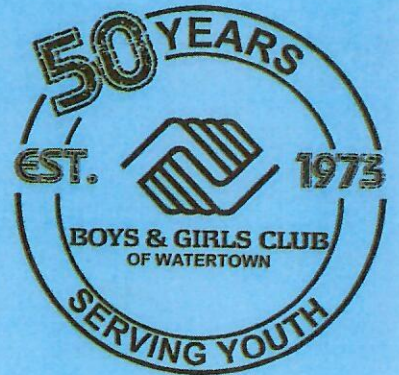
WHOLE CHILD

Our organization will continue with a whole-child approach to our youth development services. This starts by creating environments of belonging and connection for both youth and staff members to engage and thrive. We provide an environment that is healthy and safe and will support youth through our Behavioral Health services and prevention programs. Our organization will also be certified as "Trauma Informed" through Boys & Girls Clubs of America.

CAREER READINESS

To help young people meet the workforce challenges of tomorrow, kids need positive mentorship and work experiences today. Starting with our youngest members, we will provide a culture of workforce development opportunities to explore careers and develop their interests and passions. Teen youth members will build employability skills for future success. Programs will include activities such as Career Expo Week, job shadowing, and college visits, along with STEM, entrepreneurship, and financial literacy curriculum.

THANK YOU



FOLLOW OUR PROGRESS

FOLLOW US ON FACEBOOK, INSTAGRAM, LINKEDIN, TWITTER, AND YOUTUBE TO SEE WHAT WE'VE BEEN UP TO.



SUSTAIN OUR IMPACT

SUPPORT GREAT FUTURES FOR CHILDREN. GIVE TODAY.
<https://bgcofwatertown.com/donate-now/>



 Boys & Girls Club of Watertown, SD

 1000 3RD AVE NE | P.O. Box 833 (Mailing) Watertown SD 57201

 clubinfo@bgcofwatertown.com  605-886-6666  bgcofwatertown.com