

Court Resource Homes Subgrant Application

Title II Formula Grant
South Dakota Department of Corrections
APPLICATION DUE: May 30, 2025

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **May 30, 2025**. 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

RECEIVED
MAY 21 2025
DEPT. OF CORRECTIONS

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: Brown County			
Address: 25 Market Street			
City/State/Zip: Aberdeen, SD 57401		Phone: (605) 626-7110	Fax: (605) 626-4010
Email: Lynn.Heupel@browncounty.sd.gov		Federal Employer or Payee Identification Number (FEIN): 46-6000011	
Project Director Name: Kelsi Vinger		Title: Diversion Coordinator	
Agency: Brown County State's Attorney Office		Address: 22 Court Street Suite 2	
City/State/Zip: Aberdeen, SD 57401		Phone: (605) 626-7130	Fax: (605) 626-7132
Email: Kelsi.Vinger@browncounty.sd.gov			
Please indicate the name of the service(s) implemented:			
Project Title:	Licensed Court Resource Home		
Requested Project Period:	July 1, 2025 – June 30, 2026		

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 \$30,000.00.

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
Coordinator's Salary Stipend	\$8,000
<i>Employee Fringe Benefits</i>	
TOTAL	\$8,000
B. Contracted Services	TOTAL
Home Study + Travel Expenses	\$6,500
Monthly Monitoring Services to Lutheran Social Services (LSS)	\$3,000
TOTAL	\$9,500
C. Travel and Per Diem	TOTAL
CRH Family to Meet other CRH	\$400
TOTAL	\$400
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
Recruitment Incentive	\$500
On Call Stipend (50 weeks x \$100 week)	\$5,000
Youth in placement with CRH (12 x \$550)	\$6,600
TOTAL	\$12,100
Total Project Budget -- Combined totals for all columns	\$30,000

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:	Diversion Coordinator	
Justification for the position :		
If the position is existing staff , explain how duties associated with this award are outside the current scope of their position and a provide a plan explaining how all duties associated with the position will continue to be provided and funded during this award:	The existing coordinator will continue to work with the Juvenile Detention Alternatives Initiative (JDAI) collaborative to recruit a family for the Court Resource Home (CRH). The coordinator will act as a liaison between the family and LSS to ensure the home study and training is completed to obtain appropriate licensure. Once licensed, the coordinator will identify appropriate placements for the CH and coordinate seamless transitions both into and out of the CRH.	
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. Recruit CRH family.		40
2. Present and provide community outreach for various organizations.		40
3. Coordinate between LSS and the family to assist in obtaining licensure and training.		10
4. Refer appropriate youth to the foster family and coordinate services.		10
Wage/Salary:	\$8,000	
Benefits:		
Position #2:		
Justification for the position :		
If the position is existing staff , explain how duties associated with this award are outside the current scope of their position and a provide a plan explaining how all duties associated with the position will continue to be provided and funded during this award:		
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1.		
2.		
3.		
4.		

Wage/Salary:	
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:	Lutheran Social Services
Consultant Fees:	Home Study - \$5,000 Monthly Monitoring Fees - \$250/month x 12 months = \$3,000 Mileage, Per Diem, Lodging - \$1,500
Contracted Service:	Licensing and Monthly Monitoring
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 must be calculated at current state rates (\$0.67 per mile and \$40.00 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:	Allow the family to travel to meet with an existing CRH family
$200 \times \$0.67 = 134$ $2 \times \$40.00 = 80$	
Purpose of Travel:	
$[Mileage] \times \$0.67 =$ $[Number\ of\ Travel\ Days\ for\ per\ diem] \times \$40.00 =$	
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.	

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.

Recruitment Incentive - \$500

Stipend to be paid to the family for being on-call to take youth - \$100/week for 50 weeks out of the year.

Payment to CRH family for housing youth in their home - \$550 per 7 days that youth is in the home
X 12 youth.

SECTION 4. APPLICATION NARRATIVE

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

Brown County is seeking the continuation of grant funding to expand on the existing continuum of alternatives to detention. Over the past three years, Brown County has applied for this grant and has recruited several families that were interested in the initiative. Unfortunately, none of the families have obtained their licensure. Although the past three years may be viewed as unsuccessful in the realm of having a Court Resource Home up and running, critical groundwork has been laid to show the need.

In 2024, there were 8 youth that could have potentially benefitted from an alternative to detention, like a Court Resource Home. While several other youths scored for an alternative placement, they were youth that were already on the Home Detention program. As per the current Home Detention program guidelines, these youth would not have qualified for placement within the CRH.

Brown County had established an agreement with New Beginnings Center last summer. This agreement would have allowed youth to be placed there on a shelter care type basis. Unfortunately, Brown County was not able to utilize this opportunity prior to New Beginning Center's abrupt closure last fall.

Without this grant funding, youth are at an increased risk of being unnecessarily detained in the juvenile detention center as there are no other options. Research indicates that foster homes are more supportive and appropriate in times of crisis.

B. COMMUNITY READINESS

The Juvenile Detention Alternative Initiative Collaborative has been encouraged to continue to share the need for this project, among their social circles. All stakeholders, including the juvenile court Judge, prosecuting attorney, and justice system players, agree that this would be a cost-effective solution. We are aware of the nationwide foster care shortage, and we believe this has contributed to the lack of success in recruitment.

As outlined previously, Brown County has received grant funding for this project for the past three years. We recognize that we have not yielded the intended results as our recruited families did not obtain licensure. However, with the recent closure of New Beginnings Center, Brown County has lost yet another alternative to detention. Therefore, now more than ever, youth are at risk of being unnecessarily detained.

Although the school system would not directly benefit from this project, the Aberdeen School District employs the teacher for the Juvenile Detention Center. Having a Court Resource Home would allow the youth to return to their own school with minimal disruption. When youth are brought into secure detention, their education is disrupted.

Fortunately, Codington and Davison Counties have already recruited and been utilizing their Court Resource Homes. Because of this, policies and procedures have already been developed.

C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION

This project aligns with the eight core strategies of the Juvenile Detention Alternative Initiative (JDAI). As evidenced through research, it is best practice to serve individuals in the least restrictive setting. Such research warns that if low risk youth are over supervised and placed in secure settings, with higher risk peers, they are learning worse behaviors and criminal thinking strategies. This in turn increases recidivism rates, therefore decreasing our public safety. This project will also provide an opportunity to educate the community that locking low-risk children in secure detention cannot be the solution.

In 2024, the Brown County Risk Assessment Instrument (RAI) override rate was 38%. Comparatively, this is down from 69% in 2019. Of the 61 RAI's that were overrode up, 41 were conducted on youth of color (31 Native Americans, 1 Asian, 6 African American, 1 Hispanic, and 2 bi-racial) and 56 were males. Work continues to reduce raciald, ethnic, and gender disparities, but having another alternative to detention could decrease the overrepresentation of these populations. It is our belief that this grant opportunity would help us reduce our override rate and decrease our disparities.

D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY

- i. The coordinator has already done a radio interview, Dakota News Now, Aberdeen Insider newspaper article, and spoke to various work groups, to draw attention to the project. However, efforts will be made to see if the stories could be run again.

- ii. By December 1st, 2025, the coordinator will meet with five additional organizations to provide information for further recruitment.
- iii. By September 1, 2025, the coordinator will work in conjunction with Lutheran Social Services to assist family in obtaining appropriate licensure for recruited family.
- iv. Provide relevant juvenile justice training on an ongoing basis after a family is recruited and engaging in the process.
- v. The coordinator will act as a liaison between the courts, family, and court resource home to ensure there is a seamless transition upon entry and departure from the CRH.
- vi. Track data to ensure the program is efficient and effective.
- vii. Manage grant budget to ensure payments and reimbursements are done so in a timely manner.
- viii. Complete cost benefit analysis to pair with data tracking to ensure youth are successful and the project remains affordable for the county.

E. PROJECT PERFORMANCE MEASURES AND EVALUATION

Law enforcement officials will call the Brown County Juvenile Detention Center to complete a Risk Assessment Instrument for youth that are potential candidates for placement in a court resource home. All pertinent data will be entered into the Juvenile Risk Assessment Instrument database through the Unified Judicial System. The data can be extracted from that system to report accordingly.

If a youth qualifies for placement in the CRH, the intake staff, in conjunction with the diversion coordinator, will work to transition the youth into care with the licensed family. Upon release from the CRH, the coordinator will track data such as length of stay, type of completion, and where the youth was released to upon exit from the CRH. Data collected from prior years

tells us that the Brown County would utilize this alternative once every month or every other month. This sample population would be feasible to track post release.

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

The Court Resource Home project will serve youth and families in urban and rural Brown County. According to the 202 census, the population of Brown County is 38,301. The Kids Count data center estimates that in 2023, there were approximately 4,255 youth between the ages of 10-17 that reside in Brown County.

G: TARGET POPULATION

Provide an overview of the participants eligible for participation through using the table below.

Target Population Details (Place an "X" in the box to the <i>left</i> of all those that apply)							
Race(s):			Offender Type(s):			Geography:	
X	American Indian/Alaskan Native		X	At-Risk Population (no prior offense)		X	Rural
X	Asian		X	First Time Offenders		X	Suburban
X	Black/African American		X	Repeat Offenders		X	Tribal
X	Hispanic or Latino (of any race)			Sex Offenders		X	Urban
X	Other Race		X	Status Offenders		Age:	
X	White/Caucasian			Violent Offenders		X	Under 11
Sex:		Referral Source:				X	12-13
X	Female		School	X	Court System	X	14-15
X	Male	X	State's Attorney		Other _____	X	16 -18

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;
Judge Tami Bern, First Judicial Circuit Judge;
Eric Anderson, Department of Corrections Juvenile Corrections Supervisor;
Amy Witt, Chief Program Officer, Lutheran Social Services of South Dakota
Charles Frieberg, Director of Trial Court Services;
Melanie Boetel, Department of Social Services Behavioral Health Services Director;
Daniel Haggard, 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;
Rebecca Rasmussen, Director, Call to Freedom
Judge Ruth Burns, Chief Judge SWO Tribal Court
Skylir Skipper, Youth Member;
Cassidy Frederick, Youth Member.
Julian Woodward, Youth Member, and
Jamin McGray, 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:

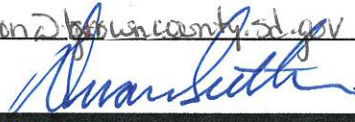


If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

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	Duane Sutton	Title	Commission chair
Address	25 Market St	City/State/Zip	Aberdeen, SD 57401
E-mail	duane.sutton@browncounty.sd.gov	Phone	605-626-7110
		Fax	
Signature			
	Date	5-20-25	
B. Project Director			
Name	Kelsi Vinger	Title	Diversion Coordinator
Address	22 Conner Street Suite 2	City/State/Zip	Aberdeen, SD 57401
E-mail	Kelsi.Vinger@browncounty.sd.gov	Phone	(605) 626-7130
		Fax	(605) 626-7132
Signature			
	Date	5/20/2025	
C. Financial Officer			
Name	Lynn Heupel	Title	County Auditor
Address	25 Market St., Ste. 1	City/State/Zip	Aberdeen, SD 57401
E-mail	lynn.heupel@browncounty.sd.gov	Phone	605-626-7110 x100
		Fax	605-626-7010
Signature			
	Date	5-20-25	

D. Other Official				
Name	Karly Winter		Title	State's Attorney
Address	22 Court St., Suite 2		City/State/Zip	Aberdeen, SD 57401
E-mail	Karly.winter@browncounty.sd.gov		Phone	605-626-7130
			Fax	
Signature	Karly Winter		Date	5/21/25

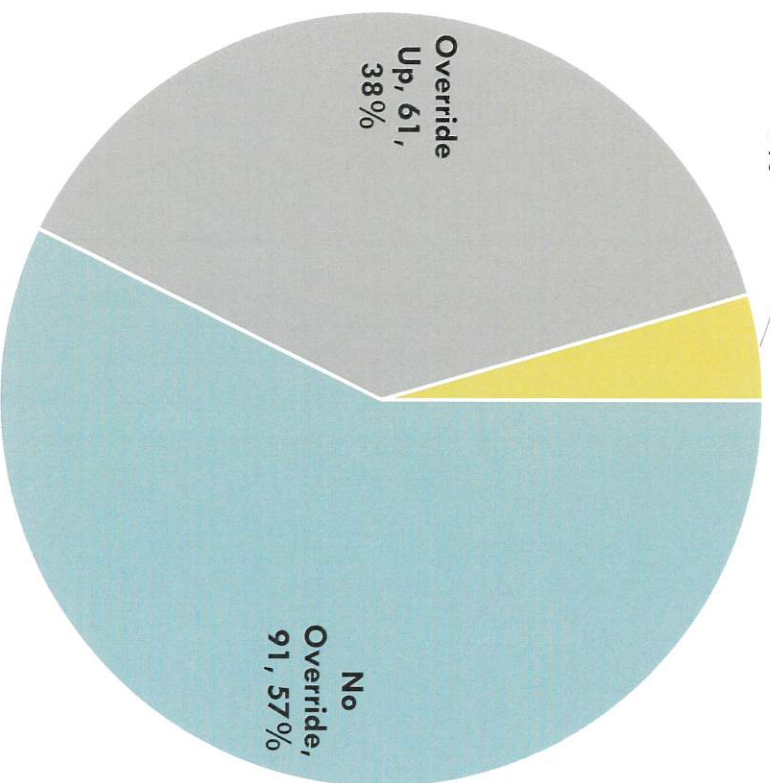
SECTION 7. ATTACHMENTS

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
RAI Fidelity Slide for 2024
Attachment 2
Letter of Support – Brown County State’s Attorney Office
Attachment 3
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

Override
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RAI FIDELITY

- 64.8% of the RAI's were conducted on Youth of Color
- 23.3% (down 11.5% from 2024) of the youth that scored to be released during the RAI process were held in Secure Detention.
- 12.6% of the youth that scored to be held in an alternative were held in Secure Detention.
- In 2024, our Alternatives to Detention were Electronic Monitoring, Home Detention, Conditional Release.

STATE OF SOUTH DAKOTA
BROWN COUNTY



OFFICE OF THE STATE'S ATTORNEY

BROWN COUNTY COURTHOUSE
22 COURT STREET
ABERDEEN, SD 57401
(605) 626-7130
Fax# (605) 626-7132

May 14th, 2025

South Dakota Council for Juvenile Services
3400 East Highway 34
Pierre, SD 57501

RE: Brown County Court Resource Home Pilot Sub-Grant Application

Dear Council Members,

I am writing to express my support for Brown County's Court Resource Home Grant application that is currently under consideration. I have served as a prosecutor in the Brown County State's Attorney's Office for approximately 6 years. During that time, I have been a staunch advocate of juvenile justice and child welfare. I have often expressed concerns of what I would call "justice by geography." To put it simply, I do not believe that the youth of our community should be driven further into the justice system purely due to the lack of resources available in the Aberdeen community. Unfortunately, however, that is exactly what we're seeing happen to our youth.

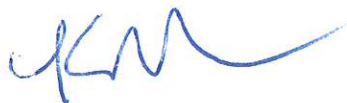
I could stand on my soapbox and lecture on how the kids we typically come into contact with come from difficult homes, often without suitable caregivers, and are disproportionately representative of minority and vulnerable populations. But I know you all know that, and I know you all share our common goal of reducing disparities and improving the juvenile justice system for South Dakota's youth. However, as a member of the Aberdeen community, it is hard to sit by and watch as we continue to lose our already scarce resources, such as New Beginnings Center, when the people who are hit the hardest in these circumstances are our youth who are unable to advocate for themselves.

While I understand that Brown County has been unsuccessful in obtaining and maintaining a successful Court Resource Home during the last three grant cycles, I can promise you that no one

has taken those hits harder than us at the State's Attorney's Office. I have joined Kelsi Vinger, Diversion Coordinator and Project Director for our Court Resource Homes, in countless attempts to find our perfect family match. On three separate occasions, prospective families have been identified and began licensure for this very promising program, just for unforeseen circumstances and family commitments to prevent them moving forward in this process each time. Despite these disappointing situations, Kelsi has continued to persevere and continue her outreach efforts to find Brown County the perfect Court Resource Home. And if you know Kelsi at all, you will know she does not stop until the job is done. I sincerely believe that if Brown County were to be given another opportunity to obtain a Court Resource Home, we will have one up and running by this time next year.

I appreciate you taking the time to consider our application, and I would be happy to answer any questions that the committee may have.

Sincerely,



Karla Nelson
Senior Deputy State's Attorney
Brown County State's Attorney's Office
605-626-7130
Karla.Nelson@BrownCounty.SD.gov