

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

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MAY 19 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: Boys & Girls Club of Watertown		
Address: 1000 3 rd Ave NE		
City/State/Zip: Watertown	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 Court Resource Home		
Project Title:	Codington County Court Resource Home	
Requested Project Period:	July 1, 2025 – June 30, 2026	

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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
Court Resource Home Coordinator Stipend	\$8,000
Diversion Coordinator Salary (5%)	\$2,000
<i>Employee Fringe Benefits</i>	
TOTAL	\$10,000
B. Contracted Services	TOTAL
Licensing Renewal Fee to LSS (\$1,500/year plus \$500 for travel)	\$2,000
Monitoring services to LSS	\$3,000
TOTAL	\$5,000
C. Travel and Per Diem	TOTAL
	\$
TOTAL	\$
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
On-Call Stipend (\$100/week *48 weeks)	\$4,800
Youth in placement with family (\$85 daily avg. x 9 youth/held 4 days)	\$3,060
TOTAL	\$7,860
Total Project Budget -- Combined totals for all columns	\$22,860

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: **Court Resource Home Coordinator**

Justification for the position :	Funds to provide a stipend for after-hours and on-call pay for the Court Resource Home Coordinator. Allows coordinator to be available in evenings and weekends to meet with youth that score for an alternative and to serve as the liaison between youth, resource home, school, and home.
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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:	While much of the work with this program will be conducted during regular office hours, a significant portion will be spent in the evenings and weekends. In most cases, youth offend in the evenings, and that is when these meetings with the coordinator, LE, and the resource family will take place. Additional training and continued development with the Court Resource Family have been factored in as well.
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Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Court Resource Home Development and Implementation	25%
2. Court Service and Family Liaison Services	20%
3. Case Management Tracking and On-Call Responsibilities	20%
4. JDAI Coordinator	35%

Wage/Salary:	\$8,000
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Benefits:	
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Position #2: **Youth Diversion Coordinator**

Justification for the position :	Five percent of the grant funds will be allocated to the Diversion Coordinator to support collaboration with the Court Resource Family and to assist with monitoring youth while they are placed in the home.
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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 Diversion Coordinator is an existing staff member; however, the duties associated with this award, specifically collaboration with the Court Resource Family and monitoring youth in placement, are outside the scope of their current role. These responsibilities represent a new initiative requiring additional time and coordination. Existing duties will continue to be funded through the current budget, and workload will be managed through adjusted scheduling and support from other team members to ensure no disruption in services.
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Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Court Resource Collaboration and Monitoring Support	100%
2.	
3.	
4.	

Wage/Salary:	5% of \$40,000 salary = \$2,000
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Benefits:	
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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. **Contracted services fees cannot exceed \$650 per day.**

Consultant #1:	Lutheran Social Services
Consultant Fees:	\$2,000: Fee to renew Court Resource Home license (\$1,500 plus \$500 travel)
Contracted Service:	\$3,000: Monitoring services fee to LSS
Selection Process:	

Consultant #2:	Court Resource Home Family
Consultant Fees:	\$4,800: on-call stipend for Court Resource Home family (\$100/week x 48 weeks) \$3,060: Funds to provide support for Court Resource Home when youth are placed. (\$85/daily avg. x 9 youth x 4 days each)
Contracted Service:	
Selection Process:	

Travel and Per Diem Narrative – Explain the calculation of travel costs for travel **outside the home jurisdiction**, (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:

[Mileage] x \$0.67 =
[Number of Travel Days for per diem] x \$40.00 =

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[Mileage] x \$0.67 =
[Number of Travel Days for per diem] x \$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.

Funds will allow Court Resource Home to operate on call, effective July 1, 2025. Funds will support costs associated with expenses for the Court Resource Home, including an on-call stipend and fees for caring for teens within the home. We estimate that up to nine youth may stay within the Court Resource Home in the grant year.

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Alternatives to Detention Support Application is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Applications must be typewritten in 12-point Times New Roman font and must be double-spaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The application must contain original signatures.

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 Community Readiness;
- C Alignment with South Dakota JDAI Implementation;
- D Strategy for Implementation;
- E Project Performance Measures and Evaluation;
- F Description of Project Geographic Boundaries; and
- G Target Population.

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.

The Boys & Girls Club of Watertown and Codington County seeks to continue its diversion services, alternatives to detention, and staff capacity for Juvenile Detention Alternatives Initiative (JDAI) coordination through the ongoing use of Court Resource Homes. With the support of these grant funds, the Club will sustain its continuum of services, improving outcomes for system-involved youth at every decision point within the justice system.

Diversion services will remain a critical component of this initiative, providing non-judicial alternatives for youth in the justice system. Coordination with community partners will continue to enhance existing services, build new relationships, and use data to assess and address community needs effectively.

A primary focus of this grant is to sustain the operation of the Court Resource Home in Codington County, which has been in operation for two years. We are pleased to report that the Court Resource Home was officially licensed in May 2023 and remains available on-call to serve youth in need. The Court Resource Home provides a vital alternative to detention for youth who are deemed appropriate for diversion based on the Risk Assessment Instrument (RAI), offering a safe, family-like environment instead of a more restrictive detention setting.

The Court Resource Home Coordinator plays a key role as a liaison among the youth, the court system, schools, community partners, and the resource home, ensuring effective coordination and communication. This position is essential for assessing the needs of youth and ensuring placements in the least restrictive environment, while connecting families with services. Continuing the use of the Court Resource Home will reduce the reliance on Shelter Care and the associated costs, especially the financial burden of transporting youth to facilities outside the county. The RAI scoring system, in conjunction with the discretion of the Juvenile Judge, Deputy States Attorney, and the Coordinator, will guide appropriate placements.

The need for these services remains strong. Data shows that diversion programs lead to better long-term outcomes for youth, including lower recidivism and greater community integration. By continuing the operation of the Court Resource Home, this project ensures youth remain connected to their communities, receive essential support, and avoid the potentially harmful effects of detention.

B. COMMUNITY READINESS

Describe your community's readiness to adopt or continue to implement alternatives to detention strategies, specifically describing the following:

1. Community readiness and willingness to adopt or continue the strategies;
2. Justice system readiness;
3. School system readiness; and
4. Any barriers that may prevent change in your community.

Please attach letters of commitment from key leaders and partners describing their support and willingness to continue to collaborate with you to implement alternatives to detention.

Community Readiness

Codington County has strong community support for the Court Resource Home, with key stakeholders, including the juvenile justice system, schools, law enforcement, and behavioral health

partners, committed to continuing its operations. The Court Resource Home, licensed in May 2023 and operated by Rich and Beret Ohm, has been active in providing care for youth, attending juvenile court, and participating in JDAI collaborative meetings.

1. Community Readiness and Willingness:

There is broad support for the Court Resource Home, with local stakeholders actively engaged since the program's inception. This includes representatives from the justice system, schools, and community partners, all committed to keeping youth in their communities and providing appropriate support.

2. Justice System Readiness:

The justice system in Codington County is well-prepared to continue using the Court Resource Home, integrating it into the county's detention decision-making. The Risk Assessment Instrument (RAI) and input from the Juvenile Judge and other justice partners guide youth placements.

3. School System Readiness:

The local school district is supportive, with school representatives and School Resource Officers actively assisting in the program. School Resource Officers help facilitate the use of the Court Resource Home, ensuring that youth placed in the home receive necessary support, remain connected to their education, and receive appropriate behavioral assistance as needed.

4. Barriers to Change:

While the program has faced lower-than-expected numbers, we anticipate an increase in youth referrals as the Court Resource Home is used as a "cool-down" option, allowing youth to de-escalate before considering more restrictive measures. Challenges include resource limitations and the need for sustained funding, but ongoing collaboration and communication within the JDAI collaborative will address these barriers and ensure long-term success.

C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION

1. Include a summary of how your project would align with the following JDAI values:
 - a. Serving the right youth in the right place at the right time;
 - b. Serving youth in the least restrictive setting;
 - c. Protecting public safety;
 - d. Reducing racial, ethnic and gender disparities at all decision points in the juvenile justice system;

- e. Establishing programs to be efficient and effective; and
 - f. Using data to guide decision-making.
2. Provide a summary of your county's use of the RAI including override statistics.

The Court Resource Home project aligns with the core values of the Juvenile Detention Alternatives Initiative (JDAI) by providing a crucial alternative to secure detention. The program ensures that youth who don't require detention, based on their RAI score, are placed in a safe, family-like environment, helping them stay connected to their communities and avoid the negative impacts of detention. This approach supports JDAI's emphasis on serving youth in the least restrictive setting, which leads to better reintegration outcomes and reduces the likelihood of recidivism.

The program protects public safety by offering alternatives to detention for youth who pose a low risk, addressing underlying issues without relying on incarceration. It also works to reduce racial, ethnic, and gender disparities by providing an alternative that is accessible to all youth, regardless of background, and helps reduce the over-representation of minority youth in secure detention.

The Court Resource Home is an efficient and effective program, offering timely interventions and minimizing detention costs. Decisions about placements are guided by data from the Risk Assessment Instrument (RAI), ensuring fairness and efficient resource use.

In 2024, Codrington County's RAI override rate decreased to 24%, continuing the trend of reduction from the previous year (30%) and significantly lower than 48% in 2015. Of the 121 RAIs completed, 29 resulted in overrides to secure detention, while 3 were overridden to release. Notably, 22 of the 29 overrides were due to juveniles failing to comply with the conditions of their release. While progress has been made, continued efforts are necessary to address racial, ethnic, and gender disparities. The Court Resource Home remains a key component in advancing these efforts.

D. 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 alternatives to detention 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.

The strategy for implementing and sustaining the Court Resource Home as an alternative to detention includes several key objectives, with specific goals and timelines:

1. Mobilizing the Community:

By July 2025, the Boys & Girls Club will educate the community about the Court Resource Home as an active detention alternative. This will involve hosting informative meetings with system stakeholders and presenting at County Commissioner meetings to increase awareness and gain support from key sectors such as law enforcement, schools, and behavioral health providers.

2. Obtaining Resources:

- Collaborate with Lutheran Social Services and the JDAI Collaborative to provide relevant juvenile justice training for the Court Resource Home family.
- Seek resources from local and state agencies, including funding opportunities, to support the program's needs, particularly for licensing, training, and stipends for after-hours care.

3. Coordinating Implementation:

- The Boys & Girls Club's Court Resource Home Coordinator will oversee daily operations and serve as the liaison between youth, courts, the Court Resource Home family, and community partners.
- Use the Performance Measures tracking system to monitor progress, track youth outcomes, and assess the program's effectiveness.

4. Sustainability:

- Coordinate with Lutheran Social Services to maintain licensure and ensure the Court Resource Home continues to meet all necessary standards.
- Provide ongoing training and support for the Court Resource Home family.
- Regularly assess service gaps and the need for additional Court Resource Homes, ensuring the program remains responsive to community needs.
- Submit monthly reimbursement requests to ensure financial transparency.
- Pursue additional funding and partnerships to sustain the program beyond the grant cycle.

E. PROJECT PERFORMANCE MEASURES AND EVALUATION

Performance measure reports will be required consistent with individual program goals, federal reporting requirements, and any information identified by the Council of Juvenile Services and the Department of Corrections.

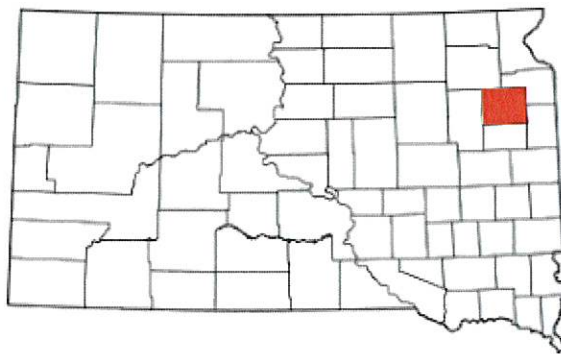
For the purpose of this grant application, describe the following:

1. Ability to collect data from public institutions and record data in a spreadsheet; and
2. Ability to collect and provide juvenile specific information.

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

Briefly describe the program's neighborhood or community boundaries in which your program will operate. You may also include a map of the area served as an attachment.

The Youth Diversion Coordinator position will continue to serve youth, families, and community stakeholders in urban and rural Codington County. To give a better understanding of the county make-up, the 2021 United States Census population estimates 28,427 people and 12,090 households in the county. The County has a total area of 717 square miles, with the County seat being located in Watertown, SD. Codington County is pictured below and highlighted in red.



G: TARGET POPULATION

The target population for this program consists of youth under the age of 18 who have had contact with the juvenile justice system or are at risk of such contact. Specifically, this includes youth in Codington County who would benefit from staying in the community rather than being placed in Juvenile Detention or Shelter Care, given appropriate circumstances. The program will primarily serve youth who cannot remain in their home due to unsuitable parental conditions, a victim in the home, or if the youth is a runaway. The goal is to prevent youth involvement in the juvenile justice system and reduce unnecessary system contact. This project will focus on both prevention and

intervention for youth engaging in behaviors that increase their risk of justice system involvement.

The Director of Youth Diversion in the County will work to establish an effective, fair, and efficient system that supports positive outcomes for youth, families, and communities while ensuring public safety.

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)		X	Sex Offenders		X	Urban
X	Other Race		X	Status Offenders		Age:	
X	White/Caucasian		X	Violent Offenders		X	Under 11
Sex:		Referral Source:				X	12-13
X	Female	X	School	X	Court System	X	14-15
X	Male	x	State’s Attorney	X	Other: Diversion Coordinator	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 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;

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

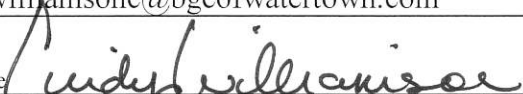
County Commission Chair

Name Troy VanDusen		Title Codington County Commission Chair	
Address 14 1 st Ave SE		City/State/Zip Watertown SD 57201	
E-mail tvandusen@codington.org		Phone 605-881-8527	Fax 605-882-6288
Signature 	Date 5/13/25		

B. Project Director

Name Louis Canfield		Title Director of Youth Diversion – BGC	
Address PO Box 833		City/State/Zip Watertown SD 57201	
E-mail canfieldl@bgcofwatertown.com		Phone 605-886-6666	NA
Signature 	Date 5/14/25		

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 williamsonc@bgcofwatertown.com		Phone 605-886-6666	Fax NA
Signature 	Date 5-14-25		

D. Other Official

Name		Title	
Address		City/State/Zip	
E-mail		Phone	Fax
Signature		Date	

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
Boys & Girls Club of Watertown Key Stats
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

