

# 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 30 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

<b>Applicant: Davison Co States Attorneys Office</b>		
Address: 1015 S Miller St		
City/State/Zip: Mitchell, SD 57301	Phone: 605-677-8442	Fax:
Email: Katieb@davisoncounty.org	Federal Employer or Payee Identification Number (FEIN):	
<b>Project Director Name: Jim Miskimins</b>	Title: Davison Co States Attorney	
Agency: Davison Co States Attorney Office	Address: 1015 S Miller St	
City/State/Zip: Mitchell, SD 57301	Phone: 605-770-4919	Fax:
Email: statesatty@davisoncounty.org		
Please indicate the name of the service(s) implemented: Court Resource Home		
<b>Project Title:</b>	Davison County Court Resource Home	
<b>Requested Project Period:</b>	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.

<b>A. Personnel</b>	<b>TOTAL</b>
Coordinators pay	\$10,000
<i>Employee Fringe Benefits</i>	
<b>TOTAL</b>	\$10,000
<b>B. Contracted Services</b>	<b>TOTAL</b>
Monthly monitoring services to LSS (\$250/month * 12)	\$3,000
Yearly License renewal through LSS	\$1,500
LSS travel reimbursement for home study	\$200
<b>TOTAL</b>	\$4,700
<b>C. Travel and Per Diem</b>	<b>TOTAL</b>
	\$0
<b>TOTAL</b>	\$0
<b>D. Equipment</b>	<b>TOTAL</b>
Cell phone reimbursement (\$50/month * 12)	\$600
<b>TOTAL</b>	\$600
<b>E. Operating Expenses</b>	<b>TOTAL</b>
On-call stipend (\$100/week * 52)	\$5,200
Youth in placement with family (14 youth per site, held for 7 days (@550/kid for 7 days max))	\$7,700
Gift cards for youth (20 packs of 4 @ 40/pack)	\$800
Youth supplies for in the home	\$1000
<b>TOTAL</b>	\$14,700
<b>Total Project Budget -- Combined totals for all columns</b>	<b>\$30,000</b>

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 :**

Reduce the use of shelter care for Davison County youth. This will also decrease the cost of transporting youth to shelter care in SF, finding transportation and paying overtime for transports on youth that could benefit from staying in the community.

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:

The current JDAI/Diversion Coordinator will also coordinate the use of Court Resource Homes in Davison Co. The coordinator will determine which youth will be eligible to utilize the court resource home instead of utilizing shelter care.

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. Court Resource home implementation		22%
2. JDAI Coordinator		34%
3. Diversion Coordinator		22%
4. R/ED coordinator		22%

Wage/Salary: \$10,000

Benefits: 0

**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 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. **Contracted services fees cannot exceed \$650 per day.**

**Consultant #1:** Lutheran Social Services

**Consultant Fees:** \$250/month monitoring services, \$1,500 for family license renewal through LSS, LSS travel reimbursement calculation based on last year's amount.

**Contracted Service:** Monthly monitoring and working with court resource home family to keep credentials up to date and work through any issues that may arise.

**Selection Process:**

**Consultant #2:**

**Consultant Fees:**

**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.

Cell Phone reimbursement of \$50/month total of \$600

**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.

Court Resource Home supplies for youth (journals, toiletries, water bottles, coloring books, art supplies, bedroom supplies, sensory items, etc.) estimated amount of \$1,000.

Gift cards for youth (20 packs of 4@ \$40/pack \$10/card) = \$800

## **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**

Davison County is seeking to continue to expand diversion services, alternatives to detention and staff time to assist with JDAI coordination by utilizing Court Resource homes. The goal is that Davison County will continue to expand their continuum of services to benefit the outcome of system involved youth at every decision point. At the front end, diversion services will continue to be expanded. In addition, diversion coordination will continue to include working with community partners to further build upon existing services and relationships while utilizing data to assess needs in the community. Court resource homes will continue to be used as an alternative for detention for youth that who do not require detention based on their behaviors/RAI score and could succeed while continuing to be in the community despite their current obstacle leading to shelter care alternatives.

The goal of this project is to keep nonviolent youth in the community, when appropriate, and connect them and their families with services close to home. This will also eliminate the unnecessary use of shelter care in some instances where youth do not need to be in shelter care, but there are no other options given the current circumstances. Davison County utilized the court resource home 7 times in its first year of physical operation. Davison County will continue to use the RAI scoring system along with the discretion of the Coordinator, Deputy States Attorney, and Juvenile Judge to place appropriate youth in a court resource home.

## **B. COMMUNITY READINESS**

From what the community knows of Court Resource Homes and how the county has utilized this resource, they have been very receptive to the idea and think that this is a great alternative for our law enforcement to utilize as well as an alternative to keeping our youth out of detention unnecessarily and keeping them in the community. The justice system stakeholders are excited to continue utilizing this alternative and believe that this will be extremely successful. They are looking forward to this alternative being utilized more and hope to see this program grow. The school is excited that the kids will be able to continue to get their education and not fall behind in their studies as many do when they are in detention.

## **C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION**

The Court Resource Home project aligns with the core strategies of Juvenile Detention Alternatives Initiative (JDAI). 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.

In 2024, the RAI override rate was 8.82%. This is a significant decrease from 2023 when the override rate was 34%, at which time Davison Co did not have a court resource home to utilize. Currently, we have a licensed family, and with the continued funding of this grant, we are hopeful that we will be able to decrease our override rate with the use of a fully functioning court resource home.

#### **D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY**

I. Educate the community about Court Resource Homes as a detention alternative (ongoing).

Informative meetings will be held with system stakeholders, non-profit organizations, and faith-based organizations.

II. Form a sub-committee with the local collaborative to determine recruitment strategies and outreach efforts by April 2026.

III. Work in conjunction with Lutheran Social Services to provide relevant, ongoing, juvenile justice training for Court Resource Home family throughout the year.

IV. Continue utilizing current data tracking system and analysis process to provide the data to the community to show its success.

V. Coordinate ongoing licensure and training needs for Court Resource Home families with Lutheran Social Service- ongoing.

VI. Coordinate efforts and serve as liaison between youth, court, and Court Resource Home to ensure youth are successful- ongoing.

VII. Coordinate efforts to ensure youth are transitioned back into their family of origin home as quickly as possible with appropriate support systems in place- ongoing.

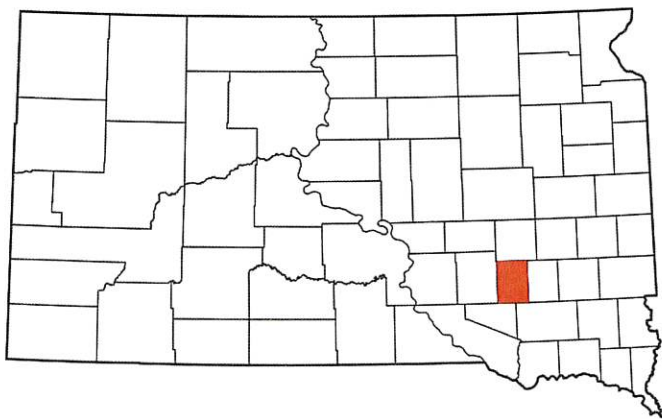
VIII. Submit for reimbursement – ongoing.

E. PROJECT PERFORMANCE MEASURES AND EVALUATION

Davison County utilizes JDC and Arise of Sioux Falls, SD. The Davison Co JDAI/Diversion Coordinator communicates with administrators of both facilities when needing data pertaining to juvenile specific information and when gathering quarterly data. This has been an ongoing relationship with both facilities and Davison Co. Currently, the Davison Co JDAI/Diversion Coordinator is collecting data for the court resource home usage and compiling separate data for county use.

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

The JDAI/Diversion Coordinator position will serve youth, families, and community stakeholders in urban and rural Davison County. According to the 2021 census, the population of Davison County is 19,899. The Kids Count data center estimates that the 2022 population of youth aged 10-17 (youth that could be served by this grant) in Davison County is 2,213. The county seat is Mitchell, South Dakota. Davison county is pictured below as the county highlighted in red.



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:	
	White/Caucasian		Violent Offenders	x	Under 11
Sex:		Referral Source:		x	12-13
x	Female		School	x	14-15
x	Male	x	State's Attorney	x	16 -18

## **SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES**

### **Council of Juvenile Services Conflict of Interest Identification**

#### **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.

## 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: Randy Reider

Title: Davison Co Chair commissioner

Address: 1420 N Main St

City/State/Zip: Mitchell, SD 57301

E-mail: Randyr@davisoncounty.org

Phone: 605-995-8050

Fax

Signature



Date

5/27/2025

#### B. Financial Officer

Name: Kathy Wingert

Title: Davison Co Auditor

Address: 200 E 4<sup>th</sup> Ave

City/State/Zip: Mitchell, SD 57301

E-mail: Kathyw@davisoncounty.org

Phone: 605-995-8608

Fax

Signature



Date

5-27-2025

#### C. Project Director

Name: Jim Miskimins

Title: Davison Co States Attorney

Address: 1015 S Miller Ave

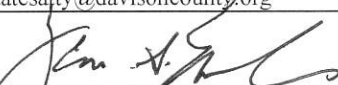
City/State/Zip: Mitchell, SD 57301

E-mail: statesatty@davisoncounty.org

Phone: 605-995-8627

Fax

Signature



Date

5/27/25

#### D. Other Official

Name: Bob O'keefe

Title: Davison Co. Deputy States Attorney

Address: 1015 S Miller Ave

City/State/Zip: Mitchell, SD 57301

E-mail: depstatesatty@davisoncounty.org

Phone: 605-995-8627

Fax

Signature



Date

5/28/25

## **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.

<b>Attachment 1</b>
<b>Attachment 2</b>
<b>Attachment 3</b>
<b>Attachment 4</b>
<b>Attachment 5</b>
<b>Attachment 6</b>

**ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE**