

Reducing Racial and Ethnic Disparities (R/ED)

Subgrant Application

South Dakota Department of Corrections

APPLICATION DUE: May 30, 2025

Applications 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: Coordination and facilitation of educational and relational skill building groups for Indigenous youth at risk of entering the juvenile justice system in our community, not limited to, but including, resource coordination, tutoring, peer mentoring, and traditional ceremonies.		
Project Title:	Wo'Takuye Oyate: Kinship Nation Inter-Tribal Network	
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 \$20,000.

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

A. Personnel	TOTAL
	\$
<i>Employee Fringe Benefits</i>	
TOTAL	\$
B. Contracted Services	TOTAL
Work Study through Northern State University (Peer Mentors and Assistant Coordinator)	\$5,000
Group/Event and Ceremony Facilitator Honorariums	\$2,000
TOTAL	\$7,000
C. Travel and Per Diem	TOTAL
**Travel for 2 to Attend National Juvenile Justice Conference	\$4,100
TOTAL	\$4,100
D. Equipment	TOTAL
Cell Phone Line	\$260
TOTAL	\$260
E. Operating Expenses	TOTAL
Stipend to St. Mark's Episcopal Church for Space	\$6,000
Cultural Event Supplies	\$6,000
Marketing/Printing Costs	\$740
TOTAL	\$12,740
Total Project Budget -- Combined totals for all columns	\$24,100

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:

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:

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:	
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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. <u>Contracted services fees cannot exceed \$650 per day.</u>	
Consultant #1:	Ceremony/Group/Event Facilitator
Consultant Fees:	\$2,000 – Honorariums of at least \$25 per event or ceremony to be paid to facilitator.
Contracted Service:	Ceremony facilitators will receive an honorarium for services rendered to the community. Group/event facilitators will plan, coordinate, and host activities.
Selection Process:	A facilitator/space use agreement has been established. Facilitators of groups/events will be selected from within the community and evaluated for appropriateness against the guidelines. Ceremony facilitators will be Indigenous individuals with knowledge and experience in traditional ceremony. There may be a variety of facilitators dependent on the need and preference of the participants.
Consultant #2:	Work Study through Northern State University Cangleska Waste' (Good Circle) Program
Consultant Fees:	\$5,000 – Work Study students can not work more than part time hours and there is a wage split between Northern State University and Brown County.
Contracted Service:	Language lessons, Tutoring, Cultural Education, Mentoring, Skill Building, Talking Circles, and Groups.
Selection Process:	Peer Mentor and Assistant Diversion Coordinator positions would be posted through Northern State University Work Study program. Students at Northern State University would apply for the position that they are interested in and be hired accordingly.
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel <u>must be calculated at current state rates</u> (\$0.67 per mile and \$40 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:	Travel for two individuals to attend a National Juvenile Justice Conference with a focus on Reducing Racial and Ethnic Disparities
<i>Conferences for fiscal year 2026 are still being finalized and advertised so the exact conference has not yet been determined. This line item would be for conference registration (~\$1,200), flights (~\$1,500), per diem (~\$350), lodging (~1,050).</i>	
Purpose of Travel:	
$[Mileage] \times \$0.67 =$ $[Number \text{ of Travel Days for per diem}] \times \$40.00 =$	
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.	

A Straight Talk card to add more minutes to the existing cellphone will cost ~\$260 at the current time for a year.

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.

Stipend for Space - \$500/month = \$6,000

Cultural Event/Activity Supplies – This line item will be utilized to purchase books, printer toner, printer paper, art supplies, beading, sewing, community garden plot, meals, and other serving supplies in addition to miscellaneous office supplies.

Marketing/Printing costs – There are a few things that we would like professionally printed to help clearly define the diversion program. These materials would be available for families that are initially coming into contact with the Center or the Juvenile Justice system to help ease anxieties of the process. There may also be some costs of purchasing templates for event advertisements for social media posts.

SECTION 4. APPLICATION NARRATIVE

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

The mission of the Wo'Takuye Oyate: Kinship Nation Inter-Tribal, herein after referred to as "Kinship Center" is to build, honor, and promote Indigenous cultural resurgence through the regeneration of a healthy kinship network between citizens of Native and non-Native nations in Brown County. During the development stages of the program, it was evident that a safe and welcoming, dedicated space was essential for members to gather and connect for these relationships to flourish in.

We celebrated the grand opening of the Kinship Center in November of 2024. Since then, volunteers have been able to offer programming and family nights that have helped foster connections, increased cultural visibility, and began establishing a recognized gathering place in the community. While many are still discovering what the Kinship Center has to offer, partnerships with local organizations – such as a local coffee shop and the museum - have helped

introduce new community members to the space. Through trial and error, we have adjusted program offerings based on participation levels and community interest to better meet the needs of the community.

In 2024, Indigenous youth aged 10-17 made up 6.5% of our county population yet they represented 44% of our secure detention population. This stark disparity highlights the urgent and ongoing need for Indigenous youth and families to have access to culturally appropriate programming, mentorship, and pathways to keep them out of the juvenile justice system.

We know that diverting youth can help reduce these disproportionate numbers. The Prospering Ones diversion program through Wo'Takuye Oyate has started accepting diversion cases. Continued funding will allow us to expand its reach, build capacity to offer culturally responsive alternatives that support accountability, healing, and long-term positive outcomes.

B. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY

This marks Brown County's third year of receiving grant funding for this project. While we won't revisit every milestone, there are a few highlights that are important mention. In year one, the overarching goal was to create a juvenile diversion program, specific to Indigenous youth, modeled after an existing program in Rapid City, SD. Through conversations with community partners, it was evident that a dedicated space would be necessary to run a similar program. In year two, we celebrated the grand opening of Wo'Takuye Oyate: Kinship Nation Inter-Tribal Center and started to develop the calendar of events. Programs like ribbon skirt and beading workshops as well as family nights have been instrumental in building trust and cultural connections.

A Family Council, made up of community members, peers, and elders, was established and started hearing diversion cases in March of 2025. Stakeholders continue to discuss how we can improve and streamline this process. The Family Council makes individualized recommendations for each youth, which may include participation in programming both within Wo'Takuye Oyate and through external community based organizations. Additionally, there is diversion specific programming that occurs on Friday afternoons/evenings. During this time, work-study students through Northern State University provide academic tutoring to the participants and guide cultural lessons specific to their tribal affiliation.

While this diversionary program is still in its early stages, we view it as a victory in taking appropriate steps toward creating a culturally appropriate alternative to the formal court processing system.

In our third year of funding from the Council for Juvenile Services, our focus is on formalizing and strengthening the processes. From a consistent referral process, utilization of unbiased evaluation tools, documentation of contacts, and creating a flow for personal and collateral communication and feedback. Amid the many activities taking place at the Center, our goal is not only to divert youth from deeper system involvement, but also to provide a safe and supportive space where cultural connection and community accountability, healing, and a sense of belonging can grow and thrive.

Having completed the foundational phases that were identified in last year's grant proposal, we are now directing our focus towards sustainability efforts outlined below. Additionally, with 501(c)(3) nonprofit status already secured, Wo'Takuye Oyate is able to pursue additional funding opportunities.

Phase 3: Mobilize the community to assume responsibility for supported services through involving various sectors.

- I. Hold community events to raise awareness of the program to build interest and gain community buy-in.
- II. Assess the possibility for donation of land for Inipi.
- III. Provide presentations to community members and stakeholders to show a need for the program while also identifying additional supportive partners.
- IV. Continue to hold monthly circle meetings so that community members can learn about what the needs are and the activities that are planned. This will also allow the community to provide input on future events, volunteer and fundraising opportunities.

Phase 4: Sustaining the program.

- I. Apply for grant funding through other agencies/sources for continued funding and sustainability.
 - a. Explore resources such as National Criminal Justice Training Center, Tribal Access to Justice Innovation, Tribal Law and Policy Institute, and Tribal Youth Resource Center.
- II. Request diversion incentive reimbursement funds, paid to the county, be utilized towards this project.
- III. Continuation of partnership with Northern State University to expand work-study and internship opportunities.
- IV. Brainstorm fundraising opportunities to allow for donations from the broader community.

- V. Encourage successful participants to continue working with new participants through mentorship for a sustainable peer-guided partnership

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 Aliie-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.

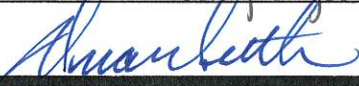


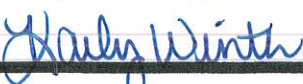
State of South Dakota Grant Subrecipient Attestation:

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	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 Court 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
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Signature			Date
			5-20-25
D. Other Official			
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Signature			Date
			5/21/2025

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
2024 Brown County Detention Admission by Race
Attachment 2
Letter of Support
Attachment 3
Aberdeen Magazine Article
Attachment 4
Aberdeen Insider Article
Attachment 5
Attachment 6

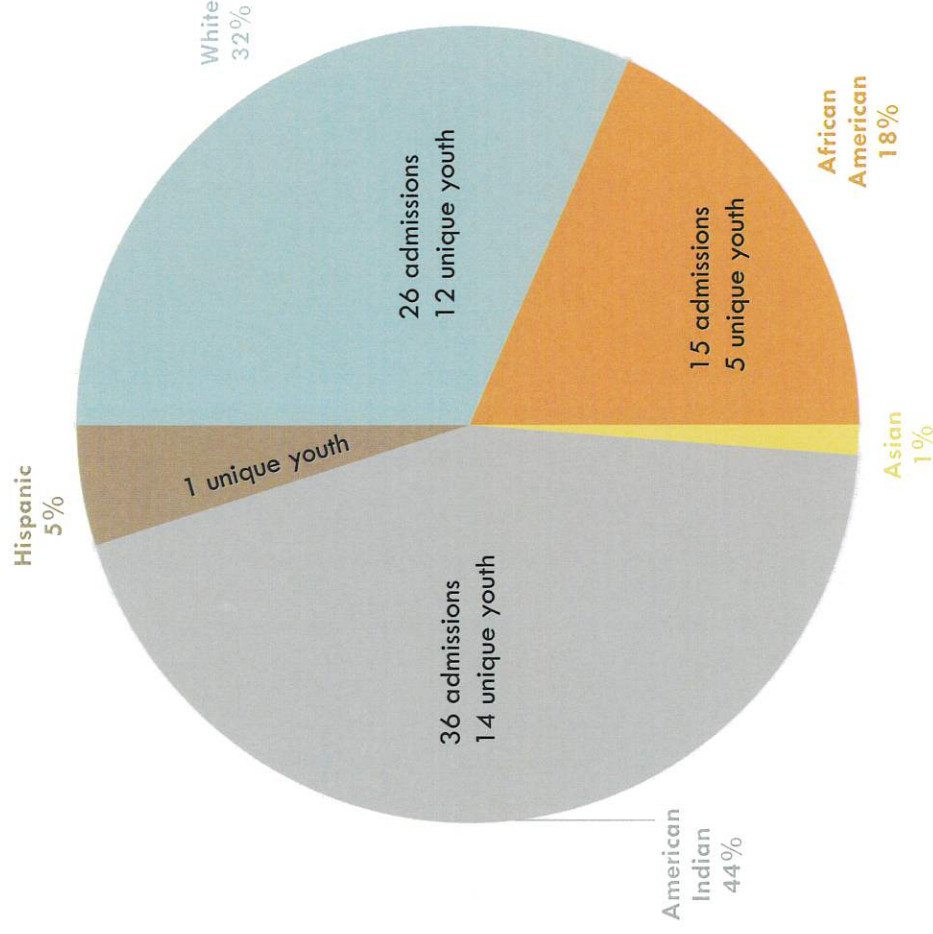
ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

DETENTION ADMISSION BY RACE

According to SD Kids Count, the
2023 population estimate was
White – 83.5%
American Indian – 6.5%
African American – 5.1%
Multiracial – 9.2%

18% increase in American Indian youth

33 unique youth admitted into detention



May 17, 2025

To Whom It May Concern,

I am writing this letter in strong support for continued funding for the final cycle of the three-year grant supporting the Diversion Program in Aberdeen, South Dakota. Over the course of the second grant cycle, the program has made significant strides, with a primary focus on community outreach and the development of collaborative partnerships.

As of May 2025, the program has made remarkable progress. A physical location was secured to serve as both a programming and community-building space. The Aberdeen community, along with dedicated volunteers, came together to furnish the site, creating a welcoming and functional environment. In addition, we partnered with Wotakuye Oyate, a newly established nonprofit organization, and together we hosted multiple fundraisers to further our shared goals.

Through a 50/50 collaboration between Northern State University's Financial Aid Office and the Brown County State's Attorney's Office, we successfully hired peer mentors to guide youth participants. A Family Council was also formed to work directly with young people and their families in developing culturally tailored case management plans. To support holistic engagement, we've hosted monthly events focusing on culture, art, gaming, mentoring, and community-building.

This initiative is not only unique but has also become a highly respected model within Brown County. Yet, there is still a lot of work to be done. With one more year of funding, we will continue to provide essential diversion services for youth and their families. These services include restorative justice education, culturally relevant interventions, and the fostering of prosocial connections and community resources, many of which have never been accessible to these families. Furthermore, continued funding would allow us to build upon our early successes, laying the groundwork for a broader, community-wide collective grant. This next phase is contingent on our ability to demonstrate the measurable impact which we are currently documenting.

Thank you for your continued support of this transformative initiative. We remain committed to enhancing and strengthening our services to meet the evolving needs of Native youth and families in Brown County.

Sincerely,

Lara Nelson, Director, American Indian Circle Program

Northern State University; lara.nelson@northern.edu

COMMUNITY | YOUR CITY

Wo'takuye Oyate "The Kinship Center"

The Kinship Center focuses on the healing power of community and will provide a network of support for Native youth in Aberdeen.

By United Way Staff | November/December 2024



Kelsi Vinger, Lara Nelson, and Lauren Nikolas,

Wo'takuye Oyate "The Kinship Center," a grassroots initiative in Aberdeen, is poised to become a cultural hub, fostering mutual support and connection. At its core, the Center's mission to build a strong kinship network through mutual support, grassroots collaboration, and cultural engagement. The Center offers a holistic approach, offering a diversion program for Native youth at risk of entering the juvenile justice system, while serving as a gathering place for the whole community—a space where generations come together, cultural practices are shared, and a sense of belonging is restored. Currently, the plan is to open its doors in November 2024.

Origin of Project

This project has received initial funding from the South Dakota Council for Juvenile Services. Diversion Specialist Kelsi Vinger of the Brown County State's Attorney's office began community outreach in 2023 and partnered with Lara Nelson of the NSU Circle Program. Together, they began developing the Family Council Initiative and Leháŋl Wičhíčhaŋapi. At this time, the community expressed a desire for a holistic strategy that incorporates family and community systems prior to launching the program. Thus, Lauren Nikolas of Wo'takuye Oyate was invited into the partnership due her work in developing a community cultural center for the Aberdeen area.

Programs and Circles of Support

The Kinship Center's framework is built on several key programs that promote cultural engagement and support:

Wo'takuye Oyate "The Kinship Center"

- **Maske Circle (Female Friends) and Kola Circle (Male Friends):** These circles create spaces for Native women and men to come together, share experiences through cultural activities, arts circles, events, and support one another.
- **Youth Leadership Circle:** Open to students in grades 7-12, this group offers guidance for personal growth and acts as a continuing care program for graduates of the juvenile diversion initiative, ensuring ongoing mentorship and resources.
- **Helper Circle:** Designed for non-Native allies, this circle encourages cross-cultural learning and provides a safe space for those wanting to decolonize their practices and foster relationships between Native and non-Native communities.

All circles are led by intergenerational community members, emphasizing grassroots participation and cultural ownership.

Leháŋl Wičhíčhaŋapi "The Prospering Ones: This area focuses on cultural significance and promoting "connectedness" among grades 7-12 Native American students, families, and communities. The emphasis on adult mentoring, a supportive environment, and belonging to a positive peer group will enhance students' commitment to personal growth. This initiative embodies the cyclical nature of learning and support within Indigenous communities, where high school students mentor younger peers, and college students mentor high schoolers.

Family Council Initiative: A juvenile diversion alternative to court involvement that will utilize peacemaking circles and Indigenous cultural approaches, rather than punishment. It is a peer-structured organization involving Native American elders and other community leaders.



Vinger, Nelson, and Nikolas discussed the Kinship center in their new space at the start of renovations.

Power of Community

Central to the Kinship Center's philosophy is the healing power of community. Nikolas highlighted the importance of having a space where Native individuals can explore their identities without feeling like exceptions. The Center aims to address cultural disconnection, which often leads to internalized shame and isolation for Native individuals in predominantly non-Native communities. Vinger goes on to point out The Family Council Initiative would be able to form a Council from many of these same community members to assess diversion plans that are unique to each participant. It could include language learning, traditional dances, drumming, and other activities that help them connect to their community and find their sense of identity.

The Kinship Center's programs are intergenerational, involving youth, elders, and parents, as well as non-Native community members. Nikolas noted that this is the first space in the area designed to foster such deep cultural connection, which is vital to creating a healthy, interconnected community system. Traditional arts circles, for example, will bring together multiple generations to share knowledge about beading, cooking traditional meals, and other cultural practices. Red Road recovery meetings will offer support for people of all ages, further emphasizing the Center's intergenerational approach.

Vision for the Future

Looking further ahead, the Center hopes to acquire land where cultural practices, such as sweat lodges and traditional ceremonies, can take place.

“It’s time to build our resources up and there are people who have the desire to be that person. They want to learn and to grow in their identity,” Nelson emphasized, highlighting the healing power of culture. The aim is to bring the community together, harnessing the talent of Native individuals who currently feel isolated. Currently, the program is generously housed in the lower level of St. Mark’s Episcopal Church at 1410 North Kline Street.

A Space for Everyone

While the Kinship Center is rooted in Indigenous values and practices, it is open to everyone in Aberdeen. The Helper Circle invites non-Native individuals to learn about Indigenous culture and support the Center’s work. As Nikolas put it, “They’re relatives too, and this is about building bridges, not walls.” The Center aims to foster cross-cultural relationships, creating a safe space for everyone in the community.

Conclusion

The Kinship Center is more than just a community space; it is a movement dedicated to healing cultural wounds and fostering kinship through connection, support, and revitalization of Indigenous culture. As its doors prepare to open, it promises to be a place where the whole community can come together, grow, and belong. To volunteer, partner, ask questions, or get involved, contact kinshipoyate@gmail.com or call 605-824-4029. //

Aberdeen's new tribal community center more than a diversion program



By Elisa Sand · October 30, 2024 in News, Featured · Reading Time: 5 minutes

A new inter-tribal community center called The Kinship Center is ready to open in Aberdeen.

It's in the lower level of St. Mark's Episcopal Church at 1410 N. Kline St.

The [Wo'takuye Oyate](#), or the Kinship Nation Inter-tribal Center, is the result of several independent ideas — the need for a tribal community center, a desire to create a diversion program for Native American youth and an interest in establishing a mentoring program for middle and high school-age youth.

A housewarming program is planned on Saturday, Nov. 2 from 6 to 9 p.m. A short work session is planned during which people can discuss programming they'd like to see.

Coordinator Lauren Nikolas said eventually she'll have a calendar available outlining regular programming, but she expects most activities will be in the evening and on weekends.

"We can't live our values without knowing our values," she said. "For The Kinship Center, to have that space to be connected and give to one another and be respected, it's refreshing."

Nikolas said she's hoping the center will be both exciting and rejuvenating.

Brown County diversion program idea came from Pennington County

Kelsi Vinger, diversion specialist for the Brown County State's Attorney's Office, started looking into a diversion program for Native American youth who end up in the court system. Initially pitched as Oyate Court, the local diversion program will be called the Family Council Initiative.

Vinger said the idea for the specialized diversion program came from Pennington County, which has a similar program. The goal is to reduce the overrepresentation of Native American youth currently in detention.

In 2023, Vinger said, Native American youth ages 10 to 17 represented 5.6% of Brown County's population, but were 26% of the youth in detention.

That's why Brown County sought and received a two-year grant for \$20,000 to establish a diversion program specifically for Native American youth.

Vinger said she hopes the first group of youth in the Family Council Initiative will be in spring.



The creation of the Kinship Nation Inter-tribal Center came about through a combination of visions from Lara Nelson, left, Kelsi Vinger and Lauren Nikolas. Aberdeen Insider photo by Elisa Sand.

Center expands beyond the diversion program

What's in place is much more than a diversion program.

Nikolas said the creation of the inter-tribal community center came about because of a desire to provide opportunities to reconnect to different aspects of the Native American culture.

Nikolas said she's lived in Aberdeen for 20 years. Prior to that, she said she lived on a reservation where there was always a connection to culture. Someone was tanning a buffalo hide, for example, or providing instruction on how to jingle dress.

While Aberdeen is home to Indian Health Services and the Bureau of Indian Affairs, she said, there are fewer opportunities for Native Americans to experience their own culture. The new center, she said, aims to provide that connection.

Nikolas said in her work as a counselor, she's noticed a missing connection to culture. People are interested in participating in a sweat lodge ceremony, for example, but they don't know how it works or where to go.

Commonly referred to as a sweat, the ceremony is for spiritual cleansing and purification of the mind, body and spirit. It involves prayer and meditation in a heated enclosed area.

Nikolas said the lodges are sacred spaces, and it's important to have someone who is knowledgeable in conducting those ceremonies. She hopes there will knowledgeable be a local space for the ceremonies, but care and attention are needed as it has to be safe and protected.

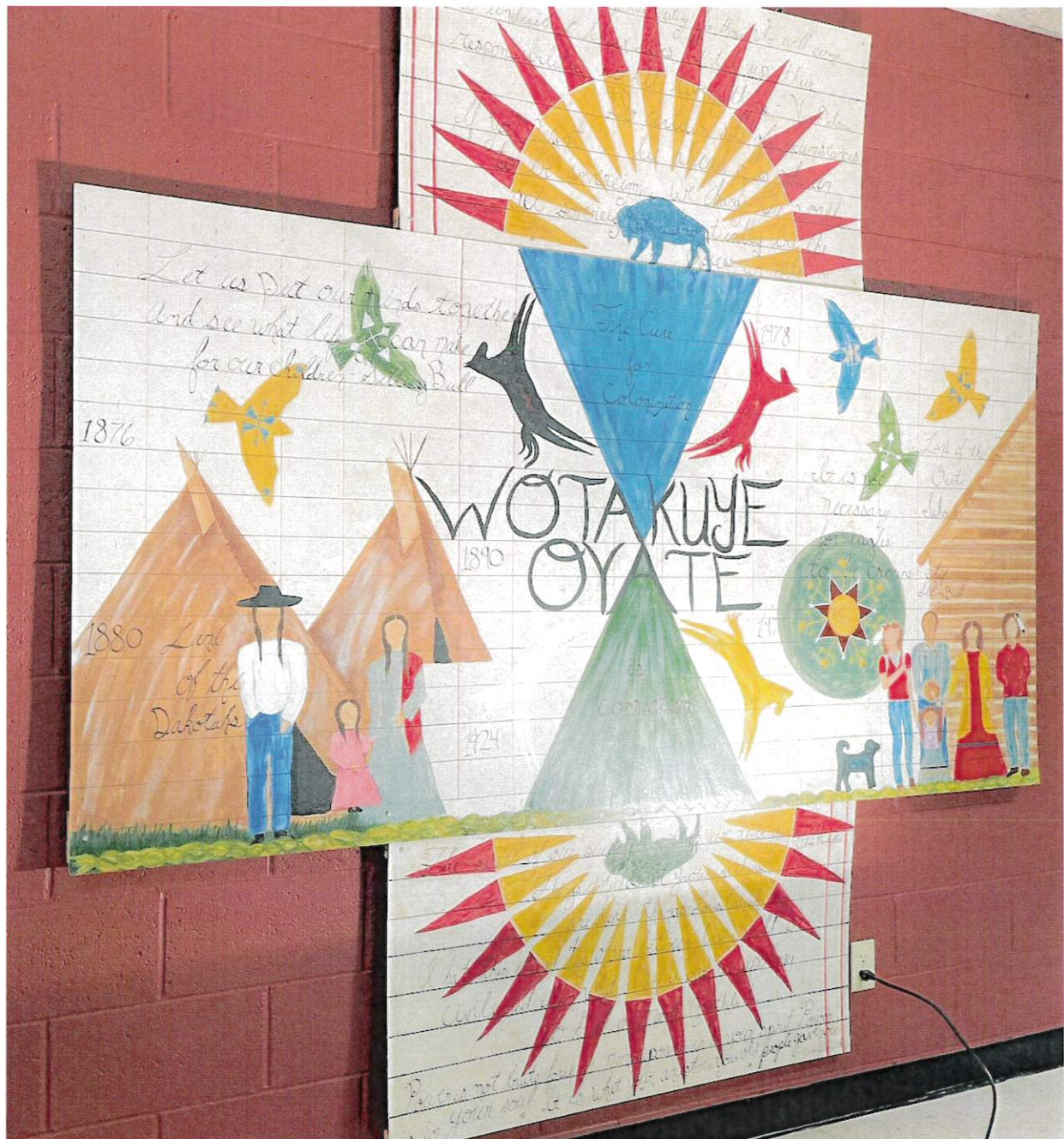
Lara Nelson is director of the [American Indian Circle Program](#) at Northern State University, She's a life-long resident of Aberdeen.

Nelson said students at Northern have peer mentors who work with them to get them through the first couple years. In recent years, she said she's realized the need to connect with youth as early as seventh and eighth grade. That was the inspiration for a mentoring program called The Prospering Ones, she said. It aims to connect students, families and communities through different activities like college mentoring, academic support and educational opportunities .

While Aberdeen is home to Northern State, Nelson said, the goal doesn't specifically encourage students to enroll at any particular campus. Instead, she said, it's to show youth that college is a possibility, how to apply and the importance of taking an ACT exam.

Nelson said she sees students arrive at college who aren't academically or financially prepared.

"We should be doing that their freshman and sophomore years in high school," Nelson said.



Coordinator Lauren Nikolas created this painting at the Kinship Nation Inter-tribal Center to depict connections between the past and the present. Aberdeen Insider photo by Elisa Sand.

Nikolas said programming at the center is a group effort

Nikolas said all the programming at the center is a grassroots effort and not something she could have assembled on her own. While there are several components, she said, they're interconnected.

The goal, she said, is to provide a healthy community for the youth.

“For us, our youth are sacred,” she said. “We need a place that supports holistic healing.”

St. Mark’s is Nelson’s church. As the idea for the center started forming, she said she reached out to see if the church was open to the center setting up a space in the lower level.

The center itself is nondenominational and plans to get established as a nonprofit organization.

A variety of programs will be available, many of which aren’t yet known. Nikolas said some already coming together include a beading circle, a visual art program, a class teaching the Lakota language and a program teaching others how to make a ribbon skirt.

“I would love to see people making regalia,” she said.

She’d also like to see someone teach [jingle dancing](#) or set up a drum group.

Nikolas said there will also be options for non-Native families.

Another component is an adult support group for those in recovery. Nikolas said Shane Anderson is running that program called Red Road Recovery. Nikolas said he brings the perspective of someone who is not only in recovery, but who ended up in the court system as a youth.

Nelson and Nikolas described the center as filling a need in the community because Native Americans walk in two worlds. While they live in diverse communities, there’s a need to maintain connection to their culture and traditional ways.

Nelson said that’s especially important when it comes to reaching out to elders who can help with ceremonies honoring Native Americans on campus. In order to make those connections, she said, it’s important to know the protocol like, for instance, presenting tobacco, which is a sign of respect in making a request.