

SFY2027 Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 18, 2026

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 18, 2026**. 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

JUN 12 2026

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: Lincoln County		
Address: 104 N Main St. Ste 200		
City/State/Zip: Canton, SD 57013	Phone: (605)764-5732	Fax: 605-764-2931
Email: alaguna@lincolncountysd.gov	Federal Employer or Payee Identification Number (FEIN): 46-6000082	
Project Director Name: Thomas R. Wollman		Title: State's Attorney
Agency: Lincoln County	Address: 104 N Main St. Ste 200	
City/State/Zip: Canton, SD 57013	Phone: (605)764-5732	Fax: 605-764-2931
Email: twollman@lincolncountysd.gov		
Please indicate the name of the service(s) implemented: Youth Diversion Coordinator Position and JDAI Services		
Project Title:	JDAI/Diversion Coordinator	
Requested Project Period:	July 1, 2026 – June 30, 2027	

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 \$52,500.

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
Salary	41,779.10
SDRS	3208.61
Worker's Comp/Employer Paid Life Insurance	229.99
OASI	4099.98
TOTAL	\$ 49,317.68
B. Contracted Services	TOTAL
TOTAL	\$
C. Travel and Per Diem	TOTAL
National Training/Conference-Location TBD	1500
Local Mileage	1000
TOTAL	\$ 2,500
D. Equipment	TOTAL
Cell phone (\$56.86/month)	682.32
TOTAL	\$ 682.32
Total Project Budget -- Combined totals for all columns	\$ 52,500

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: **JDAI and Youth Diversion Coordinator**

Justification for the position : Coordinate JDAI services in Lincoln County including youth diversion, case management, and referral services, data tracking and analysis, and organization of community stakeholders.

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

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. JDAI Coordination	25
2. Diversion Services and Coordination	50
3. Referrals, data tracking and analysis	25

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 a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1.	
2.	
3.	
4.	

Wage/Salary:

Benefits:

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

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. **Contracted services fees cannot exceed \$650 per day.**

Consultant #1:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel must be calculated at current state rates (\$0.70 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:	Local Mileage
\$1000 Estimate	
Purpose of Travel:	National Conference/ Training
Remainder of travel budget to be allocated for the National Conference/Training at location and time TBD	
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 <u>tangible property having a useful life of more than 2 years</u> .	
Cell phone $\$56.86 \times 12 = \682.32	
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.	

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.

Lincoln County is seeking to continue to expand diversion services, alternatives to detention, and staff time to assist with JDAI Coordination. The goal for Lincoln county is to continue to expand their continuum of services to benefit the outcome of system involved youth at every decision point. With the addition of staff time dedicated to JDAI Coordination, data will be collected at all decision points so informed decisions can be made by the JDAI collaborative to promote juvenile justice program efficacy. At the front end, diversion services will continue to be developed and will continue working with youth and families to provide referrals to existing services in the community. This will include ongoing work with community partners to further build upon existing services and relationships while utilizing data to assess needs in the community.

Since starting the program in October of 2023, there have been 303 diversion referrals. Out of the total referrals, there are 243 completions. Of the completions, 65 were deemed unsuccessful

and 178 were deemed successful. Currently there are 40 individuals actively being supervised by the Diversion Coordinator and on track to complete in the next few months, as well as 4 new referrals that have been contacted and are waiting to meet to get signed up for Diversion Services.

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.

Lincoln County has been a JDAI site for 3 years. The JDAI Collaborative includes the 2nd Circuit Juvenile Judge, Lincoln County State's Attorney's Office, Detention Administration, Lincoln County Sheriff's Office, Canton and Tea Police Departments, County Commission, Court Services, Local School Districts, and local behavioral health services. The Lincoln County State's Attorney has been fully and actively involved since the beginning and fully supports JDAI diversion expansion.

Lincoln County currently uses Minnehaha County JDC and alternatives to detention. Lincoln County Collaborative is supportive of efforts to expand alternatives to detention to keep low risk youth in the community and not in a detention facility.

The goal of this position is to continue to expand upon current diversion services offered in the area to offer case management for all types of offenses. The Collaborative supports these efforts.

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.

There were 33 youth detention admissions for Lincoln County in 2025. The average daily population was 1.5 with an average length of stay at 19.03. There were 171 JRAs completed in 2025, with 29 overrides (16.96%). Of the total overrides, 20 of them were overrides up while the other 9 were overrides down. These overrides are being utilized in appropriate situations and Lincoln County continues to limit the use of secure detention. Lincoln County is continuing to seek additional conditional release options to keep lower risk youth in community. With the goal of providing access to a continuum of services, including culturally responsive programming, Lincoln County will decrease the overrepresentation of youth of color in detention and increase successful existing barriers such as transportation and ability to pay for services.

Grant funding obtained by Lincoln County will be utilized to support staff time dedicated specifically to JDAI coordination. This will include data tracking to determine the success of implemented diversion programs and alternatives to detention. This data will be presented to the local JDAI Collaborative on a quarterly basis to help guide decision making. The Unified Judicial System intends to support the created position with training opportunities such as the national JDAI conference, continued JDAI site visits, as well as Risk Assessment Instrument training for various law enforcement and other interested professionals and stakeholders to ensure the comprehension and utilization of the tool.

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.
 - I. The Diversion Coordinator will continue to participate in Monthly JDAI and Diversion Coordinators calls throughout the grant period.
 - II. The Diversion Coordinator will hold JDAI Collaborative at least quarterly to implement the goals identified on the JDAI work plan.
 - a. The Diversion Coordinator will present data at each meeting to ensure the collaborative is using data to drive the decision-making progress.
 - b. The Diversion Coordinator will also survey the collaborative to ensure that community is being represented and that various entities are being represented at the meetings.
 - III. The Diversion Coordinator will hold Risk Assessment Instrument Training for Law Enforcement as needed, to ensure every officer has received the same training on the use of the tool.
 - IV. The Diversion Coordinator will work with areas schools to identify best practices regarding the Truancy-specific diversions.
 - V. The Diversion Coordinator will continue to identify and verbalize gaps in services that are in existence.
 - a. The Diversion Coordinator will continue to research new ideas for diversion and expand on existing diversion programming.
 - b. The Diversion Coordinator will work with local community partners, not limited to existing collaborative, to increase and broaden community resources.

- VI. The Diversion Coordinator will continue to track and enhance data collection capabilities.
- VII. The Diversion Coordinator will participate in local government meetings when necessary to promote youth justice work.
 - a. The Diversion Coordinator will provide community education around adolescent brain development and the harmful effects of incarcerating youth to gain community buy-in about the program.
- VIII. The Diversion Coordinator will provide updates to the Lincoln County Commissioners on the progress being made throughout the grant period.

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.

The Lincoln County JDAI/Diversion Coordinator is actively working with Law Enforcement, the State's Attorney Office, and the local detention center to collect arrest, diversion, average length of stay (ALOS), and average daily population (ADP). Data will be disaggregated by gender, race, and ethnicity. Lincoln County is currently tracking ALSO and ADP and will provide this to the JDAI Collaborative. The JDAI/ Diversion Coordinator will continue to track all diversion data and recidivism rates. The JDAI/Diversion Coordinator has access to up-to-date RAI data through the Unified Judicial System's JRAI data reporting system.

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 JDAI/Diversion Coordinator position will serve youth, families, and community stakeholders in urban and rural Lincoln County. To provide a better understanding of the county make-up, the 2025 United State Census reported there were 77,145 people and 27,879 households in the county. The county has a total area of approximately 578 square miles with a population density average of 117 people per square mile. The county seat is located in Canton, SD.

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)		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	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. Day County Commissioner
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, Former Aberdeen Police Department Chief;
Rebecca Rasmussen, Director, Call to Freedom
Ruth Burns, SWO Tribal Court Prosecutor
Skytir 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	TIFFANI LANDEEN		Title	CHAIR		
Address	104 N. MAIN ST.		City/State/Zip	CANTON, SD 57013		
E-mail	TLANDEEN@LINCOLNCOUNTYSD.GOV		Phone	605-764-6611	Fax	
Signature			Date	4.9.24		
B. Project Director						
Name	Thomas Wallman		Title	State's Attorney		
Address	104 N. Main St. Ste 200		City/State/Zip	Canton, SD 57013		

E-mail <u>twollman@lincolncountysd.gov</u>		Phone <u>605-764-5732</u>	Fax <u>605-764-2931</u>
Signature <u>[Signature]</u>		Date <u>6-5-26</u>	
C. Financial Officer			
Name <u>Sheri Lurnd</u>		Title <u>Auditor</u>	
Address <u>104 W Main St Suite 110</u>		City/State/Zip <u>Canton SD 57013</u>	
E-mail <u>slurnd@lincolncountysd.gov</u>		Phone <u>605-764-2581</u>	Fax
Signature <u>[Signature]</u>		Date <u>6-9-26</u>	
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
Attachment 2
Attachment 3
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

