

AGENDA
Codington County Board of Commissioners
Codington County Court House, 14 1st Ave SE, Watertown SD
Commission Chambers, Room #114
9:00 a.m., Tuesday, May 13, 2025

1. Pledge of Allegiance
2. Call for public comment. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve the May 13, 2025, agenda
5. Action to approve the May 06, 2025, minutes of the Board of Codington County Commissioners
6. Action to award bid for 2025 County Road 20 Asphalt Paving project
7. Action to authorize the SDDOT to bid the 14th Avenue NW bridge project
8. Discussion with Kari Johnston, Human Service Agency Executive Director
9. Monthly Reports
 - a. 4-H Educator
 - b. Auditor
 - c. Director of Equalization
 - d. Community Service Director
10. Discussion/possible action to authorize Chair to sign application for DOC Court Resource Homes Subgrant
11. Discussion/possible action to authorize Chair to sign application for DOC R/ED funding grant
12. Discussion/possible action to approve quote for audio/visual updates to small courtroom
13. Action to approve the Auditor's Acct. w/Treasurer and note monthly Register of Deeds fees
14. Action to approve quote for Servers, as budgeted in 2025
15. Action to authorize Chair to sign engagement letter for Baird to underwrite the jail project bonds
16. Action to approve abatement applications
17. Action to approve claims for payment
18. Action to approve automatic budget supplements
19. Action to approve personnel changes
20. Action to approve travel requests
21. Public Notices – a possible quorum of Commissioners could be in attendance at:
22. Old Business
23. New Business
24. Open
 - a. Public Comments

b. Commission Comments

25. Action to enter into Executive session per SDCL 1-25-2

- (1) Discussion of personnel issues**
- (2) Consulting with legal counsel or reviewing communications from legal counsel regarding proposed or pending litigation or contractual matters**
- (3) Preparing for contract negotiations with employees or employee's representatives**
- (4) Discussing information listed in SDCL 1-27-1.5 (8) and 1-27-1.5 (17) (safety or disaster)**

26. Action to adjourn upon completion of agenda items

Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.

**Official Proceedings
County of Codington
Codington County Court House
14 1st Ave SE
Watertown, SD 57201**

May 06, 2025

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, May 06, 2025, at the Codington County Court House. Commission members present were: Lee Gabel, Tyler McElhany, Myron Johnson, Troy VanDusen and Randall Schweer. Chair VanDusen, presiding. The pledge of allegiance was led by Commissioner, Johnson.

CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS

Chair VanDusen called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

AGENDA APPROVED

Motion by Gabel, second by Schweer, to approve the agenda for May 06, 22, 2025, as posted; all voted aye; motion carried.

MINUTES APPROVED

Motion by McElhany, second by Johnson, to approve the minutes of April 22, 2025; all voted aye; motion carried.

BID LETTING OF CODINGTON COUNTY ROAD 20 ASPHALT SURFACING PROJECT

This being the time and place set, as advertised, for the opening of bids for the Codington County Road 20 Asphalt Surfacing project, the following bids were opened and announced:

<u>BIDDER'S NAME AND ADDRESS</u>	<u>BASE BID</u>
Central Specialties, Inc, Alexandria, MN	\$849,209.10
Duininck, Inc., Prinsburg, MN	\$728,691.10

All bidders provided a bid bond acknowledgment.

Bid award will take place at the Board's meeting on May 13th, 2025.

SURPLUS HIGHWAY SUPPLIES

Motion by Gabel, second by Schweer, to declare two trucks surplus to be sold on purple wave: 2010 International 7600 Workstar dump truck, vin#1HTWXSJT1AJ286966 and 2010 International 7600 Workstar dump truck, vin#1HTWXSJT1AJ286967 and the following items to be donated to Watertown Fire Department and they will be responsible for cutting and moving these pieces with the help of LATC students from the Heavy Equipment program: 2- 8'x7' culvert sections; 6- 24" culvert sections of various lengths; and 2 – 60' sections of bridge decking; all voted aye; motion carried.

MONTHLY REPORTS

Veterans Service Officer, Todd Rose, updated the Board: metrics for the month, 198 open claims (working claims) 104 pending action from VA, 102 completed (YTD), Hamlin 13 open (working claims) 9 pending from VA, 2 completed (YTD), currently working for 17 veterans and have completed 6 claims for veterans from outside our county; \$4,650 for the month April 2025, increase in monthly compensation for veterans or their dependents YTD monthly increase \$39,120; \$21,684 for the month of April 2025, retro-payment to bring a claim current to monthly compensation YTD retro-payments \$324,668; 6 veteran

DAV transports in April, 3 - currently scheduled for May, 8 drivers; VSO office will be closed on May 8, 2025, will be attending a conference put on by the South Dakota Dept. of Veterans Affairs; will meet with Commanders of the Veteran Organizations on May 6, 2025 at VFW, Memorial Day Ceremony will be held on May 26, 2025 at Mount Hope Cemetery and St. Mary's Cemetery with the Codington County Extension Complex for a back-up due to weather, the Watertown American Legion is handling this ceremony; an awards presentation by Senator Rounds at the Watertown Airport on May 26th, 2025 at 8:15 a.m., for an Atomic-Veteran Commemorative Service Medal; need to complete performance appraisals and 2026 budget; Veterans Information Event to be held at the Watertown Readiness Center on July 19th, 2025 from 10:00 a.m. to 2:00 p.m., currently have several departments from Sioux Falls VA that will be in attendance, covering a variety of topics, there will also be booths set up for people to stop by, working with Sea of Good Will with this; will be attending State Training Conference; no changes with VA, other than a veteran did receive care in his home.

PRE-DISASTER MITIGATION PLAN

Motion by McElhany, second by Gabel, to authorize Emergency Management Director, Andrew Delgado to apply for the Pre-Disaster Mitigation Plan update under the Hazard Mitigation Grant program DR-4807, in the amount up to \$20,000, First District Association of Local Governments will assist with this and the local match will be offset by their dues; all voted aye; motion carried.

COMMUNITY SERVICES OFFICE LATC CHW SHADOW STUDENT

Motion by Gabel, second by Johnson, to approve for a LATC student to job shadow in the Codington County Community Services Office for up to 40 hours, this is not a paid position; all voted aye; motion carried.

2025-2026 MALT BEVERAGE LICENSE RENEWALS

Motion by McElhany, second by Schweer, to approve the following 2025-2026, on/off sale, Malt Beverage license renewal applications as announced by the Auditor: David Bludorn, DBA – Rooster Bar; W.J. Schmitt Enterprise, Inc., DBA – Southfork Lounge; Sisseton-Wahpeton Sioux Tribe, DBA Dakota Sioux Casino and Joy C. Nelson, DBA – Joy Ranch of South Dakota; all voted aye; motion carried.

OUT-OF-COUNTY INMATE CONTRACT

Motion by Johnson, second by McElhany, to approve a contract with Walworth County for the housing of inmates from Walworth County in the Codington County Detention Center; all voted aye; motion carried.

ALTERNATIVE ANNUAL TAX ON WIND FARM PROPERT

The Board noted payment, in the amount of \$1,178,442.66, has been received from the State of South Dakota for 2024 nameplate capacity tax and production tax from Crowned Ridge Wind, LLC, Crowned Ridge 2 Wind, LLC, and Dakota Range 1 & 2 Wind LLC. The following payments will be made with monthly tax apportionment remittances in May:

Codington County	\$412,454.92
Watertown School	\$ 49,999.11
Waverly School	\$539,222.22
Germantown Township	\$ 32,056.42
Kranzburg Township	\$ 38,076.25
Leola Township	\$ 27,043.52
Rauville Township	\$ 4,613.19
Waverly Township	\$ 74,977.03

APRIL SALARY CLAIMS

Motion by Johnson, second by McElhany, to approve for payment the following April salary claims; all voted aye; motion carried.

Commissioners: 12,175.94 total salaries. Auditor: 22,624.50 total salaries. Co. Treasurer: 47,635.53 total salaries. States Attorney: 56,458.31 total salaries. Gov. Buildings: 21,347.07 total salaries. Dir. Equalization: 58,456.83 total salaries. Reg. of Deeds: 31,359.17 total salaries. Veterans Service: 14,634.88 total salaries. Sheriff: 136,678.56 total salaries. Jail: 163,410.75 total salaries. Coroner: 3,444.80 total salaries. Welfare: 27,917.47 total salaries. CO. Nurse: 6,041.29 total salaries. Co.Park: 2,354.43 total salaries. Ag. Bldg.: 12,622.21 total salaries. Co. Extension: 13,550.03 total salaries. Weed: 5,807.95 total salaries. Planning Board: 104.53 total salaries. Road & Bridge: 110,389.86 total salaries. Emergency Management: 15,624.49 total salaries. Crime Victim: 8,868.56 total salaries. W.I.C.: 5,568.03 total salaries. 24/7: 7,413.65

Total 784,407.48

Breakdown of withholding amounts which are included in the above:

S.D. Retirement 74,779.74; VSP 969.88 eye insurance; S.D. Supplemental Retire. 4,885.00 suppl. retire.; Sanford 104,289.38; Reliance Standard Life Insurance 1228.67 life ins.; Delta Dental 7,313.76 ins.; Codington County 7,491.74 employee HSA contribution; AFSCME Council 65 364.42 employee union dues; AFLAC 3,755.00 ins.; VSP 394.22 eye insurance; John Hancock 4,480.00 suppl. retire.; AFLAC 1,741.12 ins.; Sioux Valley Credit Union 22,209.57 employee payments; John Hancock Roth 400.00 suppl. retire.; SDRS Supplemental Retirement 4,710.00 Roth retirement; Teamsters Local Union 120 660.00 employee union due; Codington County Deputy Sheriff's Association 150.00 employee union dues; ReliaBank Dakota 52,990.80 federal withholding; ReliaBank Dakota 71,352.40 social security; ReliaBank Dakota 16,687.14 Medicare; United Way 60.00 employee contributions; Health Equity 7,491.74 employee HSA contribution.

CLAIMS

Motion by Gabel, second by McElhany, to approve the following claims for payment; all voted aye; motion carried. Architecture Inc., \$306,339.97.

PERSONNEL CHANGES

Motion by McElhany, second by Gabel, to approve the following personnel changes: John Engels, Seasonal re-hire Assistant Weed Supervisor, Weed Dept, full-time effective 4-28-2025, Grade DD 3/\$24.65; Jeff Riley, Seasonal Highway Dept., effective 5-6-2025, Step 1/\$17.41; all voted aye; motion carried.

TRAVEL REQUEST

Motion by Gabel, second by Schweer, to approve the following travel request: Treasurer's Office staff to attend workshop; Director of Equalization Office staff to attend board meeting and conference; all voted aye; motion carried.

NEW BUSINESS

Auditor, Brenda Hanten, informed the Board the urgency to get the servers ordered for the County so the cost don't increase, will put on the May 13th, 2025 agenda for formal action. Commissioner Gabel mentioned that the Judges have expressed a need to update the audio in the small courtroom with a possibility of UJS helping with some of the costs.

OPEN

Commission comments – Commissioner Gabel informed the Board that he joined the zoom call about the 605 Drive system the new MV system the Treasurer's office is implementing.

Public comments – Linda Kranz addressed the Board about the process to obtain a fireworks permit.

EXECUTIVE SESSION

Motion by Schweer, second by Johnson, to enter into executive session, per SDCL 1-25-2 (1) Discussion of personnel issues and (4) Discussing information listed in SDCL 1-27-1.5(8) and 1-27-1.5(17) (safety or disaster); at 9:38 a.m.; all voted aye; motion carried. The Board returned to regular session at 10:30 a.m., no action was taken. Auditor, Brenda Hanten, Human Resource Representative, Natalie Remund, and Treasurer, Carol Maloney were present for executive session.

ADJOURNMENT

Upon conclusion of all business to come before the Board, a motion was made by Gabel, second by McElhany, to adjourn at 10:30 a.m., all voted aye; motion carried.

ATTEST:

Brenda Hanten
Codington County Auditor

Codington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.

Published once at the total approximate cost of \$ _____



BID TAB

PROJECT: Codington County Road 20 Asphalt Surfacing
 Near Watertown, South Dakota
 BAI No. 24399.00

CERTIFIED BY: Waylon J. Bloor

DATE: 05/07/2025

BID OPENING Time & Date: Tuesday, May 6th @ 9:00 AM Local Time

BID OPENING Location: Codington County Commission Chambers, 14 1st Ave. SE,
 Watertown, SD 57201

Bidder Number	Bidder's Name and Address	Addendum	Bid Security	Base Bid
1	Engineer's Estimate			\$939,000.00
	Duinick, Inc 408 6 th Street Prinsburg, MN 56281	Y	Y	\$728,691.10
2	Central Specialties, Inc 6325 County Road 87 SW Alexandria, MN 56308	Y	Y	\$849,209.10

TO: Local Government Assistance
South Dakota Department of Transportation
700 Broadway Avenue East
Pierre, South Dakota 57501-2586

RE: LETTING AUTHORIZATION FOR PROJECT NO. BRF-B 4266(07) PCN 09M4
IN Codington COUNTY

This acknowledges that the South Dakota Department of Transportation, Office of Local Government Assistance, estimates the following costs for the noted project:

Preliminary Engineering (State)	\$	6,590
Preliminary Engineering (Consultant)	\$	162,672
Estimated Wetland Credits Cost	\$	800
Utilities Relocations	\$	-0-
ROW Acquisitions	\$	-0-
Structure (ESTIMATE)	\$	2,477,858
Grading (ESTIMATE)	\$	524,704
Non-participating Costs (Surfacing)	\$	59,400
Construction Engineering	\$	150,000
Estimated Total Project Cost	\$	<u>3,382,024</u>

The cost of the project will be funded according to the terms of agreement #[718485](#).

The South Dakota Department of Transportation is hereby authorized and requested to advertise the project for bids.

The Transportation Commission, under their authority, will review the bids. Approved bids shall be awarded solely by the Transportation Commission.

DATED THIS _____ DAY OF _____, 20 ____.

BOARD OF COUNTY COMMISSIONERS

OF _____ COUNTY

BY: _____
CHAIRMAN

ATTEST: _____
COUNTY AUDITOR
(SEAL)

Contact Cody Axlund at 773-3390 with any questions.

Court Resource Homes
Subgrant Application
 Title II Formula Grant
 South Dakota Department of Corrections
APPLICATION DUE: May 30, 2025

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **May 30, 2025**. Faxed and emailed applications will not be accepted. Submit complete applications to:

John Stewart
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Boys & Girls Club of Watertown		
Address: 1000 3 rd Ave NE		
City/State/Zip: Watertown	Phone: 605-886-6666	Fax: NA
Email: canfieldl@bgcofwatertown.com	Federal Employer or Payee Identification Number (FEIN): 46-0311845	
Project Director Name: Louis Canfield		Title: Director of Youth Diversion
Agency: Boys & Girls Club of Watertown	Address: 1000 3 rd Ave NE	
City/State/Zip: Watertown SD 57201	Phone: 605-886-6666	Fax: NA
Email: canfieldl@bgcofwatertown.com		
Please indicate the name of the service(s) implemented: Codington County Court Resource Home		
Project Title:	Codington County Court Resource Home	
Requested Project Period:	July 1, 2025 – June 30, 2026	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$30,000.00.

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

A. Personnel	TOTAL
Court Resource Home Coordinator Stipend	\$8,000
<i>Employee Fringe Benefits</i>	
TOTAL	\$8,000
B. Contracted Services	TOTAL
Licensing Renewal Fee to LSS (\$1,500/year plus \$500 for travel)	\$2,000
Monitoring services to LSS	\$3,000
TOTAL	\$5,000
C. Travel and Per Diem	TOTAL
	\$
TOTAL	\$
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
Indirect Costs @ 5% of grant total	\$1,000
On-Call Stipend (\$100/week *48 weeks)	\$4,800
Youth in placement with family (\$85 daily avg. x 9 youth/held 4 days)	\$3,060
TOTAL	\$8,860
Total Project Budget -- Combined totals for all columns	\$21,860

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing **prior to the expenditure of funds.**

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).

Position #1: **Court Resource Home Coordinator**

Justification for the position : Funds to provide a stipend for after-hours and on-call pay for the Court Resource Home Coordinator. Allows coordinator to be available in evenings and weekends to meet with youth that score for an alternative and to serve as the liaison between youth, resource home, school, and home.

If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and a provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award: While much of the work with this program will be conducted during regular office hours, a significant portion will be spent in the evenings and weekends. In most cases, youth offend in the evenings, and that is when these meetings with the coordinator, LE, and the resource family will take place. Additional training and continued development with the Court Resource Family have been factored in as well.

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
1. Court Resource Home Development and Implementation	25%
2. Court Service and Family Liaison Services	20%
3. Case Management Tracking and On-Call Responsibilities	20%
4. JDAI Coordinator	35%

Wage/Salary: \$8,000

Benefits:

Position #2:

Justification for the position :

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

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

Wage/Salary:

Benefits:

Please attach additional sheets for more than 2 positions

SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. <u>Contracted services fees cannot exceed \$650 per day.</u>	
Consultant #1:	Lutheran Social Services
Consultant Fees:	\$2,000: Fee to renew Court Resource Home license (\$1,500 plus \$500 travel)
Contracted Service:	\$3,000: Monitoring services fee to LSS
Selection Process:	
Consultant #2:	Court Resource Home Family
Consultant Fees:	\$4,800: on-call stipend for Court Resource Home family (\$100/week x 48 weeks) \$3,060: Funds to provide support for Court Resource Home when youth are placed. (\$85/daily avg. x 9 youth x 4 days each)
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel must be calculated at current state rates (\$0.67 per mile and \$40.00 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).	
Purpose of Travel:	
	<i>[Mileage] x \$0.67 =</i> <i>[Number of Travel Days for per diem] x \$40.00 =</i>
Purpose of Travel:	
	<i>[Mileage] x \$0.67 =</i> <i>[Number of Travel Days for per diem] x \$40.00 =</i>
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	
Funds will allow Court Resource Home to operate on call, effective July 1, 2025. Funds will support costs associated with expenses for the Court Resource Home, including an on-call stipend and fees for caring for teens within the home. We estimate that up to nine youth may stay within the Court Resource Home in the grant year.	
5% of grant funds for Indirect Costs to allow for facility usage, print materials, vehicle usage, etc.	

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

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

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

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

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

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

Provide a narrative overview of the proposed project including a demonstration of need through findings of assessments and data. This section is not to exceed one page.

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

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

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

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

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

B. COMMUNITY READINESS

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

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

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

Community Readiness

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

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

1. Community Readiness and Willingness:

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

2. Justice System Readiness:

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

3. School System Readiness:

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

4. Barriers to Change:

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

C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION

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

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

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

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

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

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

D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY

Describe your strategy for implementing and sustaining the chosen plan (including goals, objectives, and a timetable) for the following:

1. Mobilizing the community to assume responsibility for alternatives to detention through involving various sectors;
2. Obtaining resources to aid in implementing the chosen plan;
3. Coordinating the implementation of the chosen plan; and
4. Sustaining the plan following funding under this subgrant.

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

1. Mobilizing the Community:

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

2. Obtaining Resources:

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

3. Coordinating Implementation:

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

4. Sustainability:

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

E. PROJECT PERFORMANCE MEASURES AND EVALUATION

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

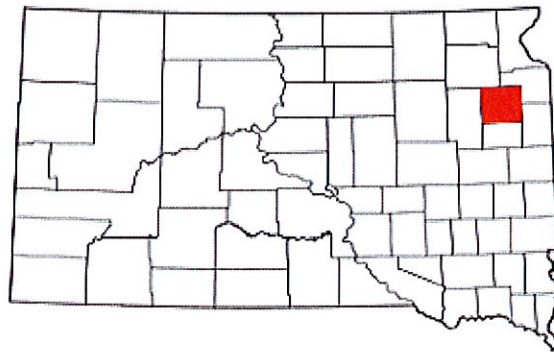
For the purpose of this grant application, describe the following:

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

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

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

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



G: TARGET POPULATION

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

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

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

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

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Dadra Avery, School Counselor at Sturgis Brown High School;

Judge Tami Bern, First Judicial Circuit Judge;

Eric Anderson, Department of Corrections Juvenile Corrections Supervisor;

Kim Cournoyer, Service Provider at Great Plains Psychological Associates;
Charles Frieberg, Director of Trial Court Services;
Melanie Boetel, Department of Social Services Behavioral Health Services Director;
Daniel Haggar, 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;
Jennifer Johnson, JJRI Coordinator, Southeastern Behavioral Health
Skytir Skipper, Youth Member; and
Cassidy Frederick, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

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

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

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

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

SECTION 6. SIGNATURES

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required		
County Commission Chair		
Name Troy VanDusen	Title Codington County Commission Chair	
Address 14 1 st Ave SE	City/State/Zip Watertown SD 57201	
E-mail tvandusen@codington.org	Phone 605-881-8527	Fax 605-882-6288
Signature	Date	
B. Project Director		
Name Louis Canfield	Title Director of Youth Diversion – BGC	
Address PO Box 833	City/State/Zip Watertown SD 57201	
E-mail canfieldl@bgcofwatertown.com	Phone 605-886-6666	NA
Signature	Date	
C. Financial Officer		
Name Cindy Williamson	Title Director of Finance – BGC of Watertown	
Address PO Box 833	City/State/Zip Watertown SD 57201	
E-mail williamsonc@bgcofwatertown.com	Phone 605-886-6666	Fax NA
Signature	Date	
D. Other Official		
Name	Title	
Address	City/State/Zip	
E-mail	Phone	Fax
Signature	Date	

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
Support Letter – Who? CPS? Family Involved? Jail Staff?
Attachment 2
MOU
Attachment 3
2024 JDAI Data Sheets
Attachment 4
Boys & Girls Club of Watertown Annual Report
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

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

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Boys & Girls Club of Watertown		
Address: 1000 3 rd Ave NE		
City/State/Zip: Watertown SD 57201	Phone: 605-886-6666	Fax: None
Email: canfieldl@bgcofwatertown.com	Federal Employer or Payee Identification Number (FEIN): 46-0311845	
Project Director Name: Louis Canfield		Title: Director of Youth Diversion
Agency: Boys & Girls Club of Watertown	Address: 1000 3 rd Ave NE	
City/State/Zip: Watertown SD 57201	Phone: 605-886-6666	Fax: None
Email: canfieldl@bgcofwatertown.com		
Please indicate the name of the service(s) implemented:		
Codington County JDAI & Youth Diversion		
Project Title:	Codington County Cultural Diversion Alternatives	
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
10% of the Director of Youth Diversion Salary	\$ \$7,268
<i>Employee Fringe Benefits</i>	
TOTAL	\$
B. Contracted Services	TOTAL
Native American Cultural Advisor Consultations and Program Supplies	\$4,000
TOTAL	\$
C. Travel and Per Diem	TOTAL
National Racial/Ethnic Disparities Conference for 2 JDAI team members	\$4,000
TOTAL	\$
D. Equipment	TOTAL
TOTAL	\$
E. Operating Expenses	TOTAL
Indirect Costs @ 10% of \$20,000 grant request	\$2,000
Youth & Family Materials & Participation Incentives	\$2,500
TOTAL	\$
Total Project Budget -- Combined totals for all columns	\$19,768

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

<p>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.</p>		
<p>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).</p>		
<p>Position #1:</p>		
<p>Justification for the position :</p>		<p>This is an existing full-time position that will assume the new grant responsibilities.</p>
<p>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:</p>		<p>Grant funds will provide a portion of the Director of Youth Diversion salary to coordinate this initiative between JDAI officials and the appropriate cultural advisors. Funds will also be utilized for training and development.</p>
<p>Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i></p>		<p>Estimated % Time</p>
<p>1. Calls, Meetings & Collaboration Events with Cultural Advisors</p>		<p>5%</p>
<p>2. Court Service and R/ED Family Liaison Services</p>		<p>3%</p>
<p>3. Case Management Tracking and Youth Meetings</p>		<p>2%</p>
<p>4.</p>		
<p>Wage/Salary:</p>	<p>\$7,268 (10% of Staff Time)</p>	
<p>Benefits:</p>		
<p>Position #2:</p>		
<p>Justification for the position :</p>		
<p>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:</p>		
<p>Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i></p>		<p>Estimated % Time</p>
<p>1.</p>		
<p>2.</p>		
<p>3.</p>		
<p>4.</p>		
<p>Wage/Salary:</p>		
<p>Benefits:</p>		

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:	Native American Cultural Advisor(s)
Consultant Fees:	\$4,000 of grant funds to be utilized to cover the cost of travel, materials and consultation fees for cultural advisor meetings and events.
Contracted Service:	Local Native American Cultural Advisors: Currently we have two tribal partners, Skyman Redday and Arnold Williams involved in the program.
Selection Process:	
Consultant #2:	
Consultant Fees:	
Contracted Service:	
Selection Process:	
Travel and Per Diem Narrative – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel must be calculated at current state rates (\$0.67 per mile and \$40 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:	National Racial/Ethnic Disparities Conference for up to two JDAI team members
<p><i>Estimated cost of \$2,000 x 2 = \$4,000. This estimate includes air travel, mileage/parking, hotel, meals, and registration for each individual.</i></p> <p><i>Estimated Cost per Person:</i></p> <p><i>Air-Travel = \$650</i></p> <p><i>Mileage/Parking = \$130</i></p> <p><i>Hotel = \$600</i></p> <p><i>Meals = \$150</i></p> <p><i>Registration = \$470</i></p>	
Purpose of Travel:	
Equipment and Operating Expenses Narrative – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
Equipment – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	
Operating Expenses – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.	

Ten percent of grant funds will be used for indirect costs, such as facility use, print materials, vehicle use, etc.

Youth and Family Participation Incentives. Incentives to include meals and gift cards to be given to families for participation in Native American events and activities. Funds will also cover cost for materials and invoices for activities (such as a trail ride incentive for successful program completion).

SECTION 4. APPLICATION NARRATIVE

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. Strategy for Implementation.**

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

Provide a narrative overview of the proposed project including a demonstration of need through findings of assessments and data. This section is not to exceed one page.

The proposed project seeks to continue addressing persistent racial and ethnic disparities in the juvenile justice system, with a focus on Native American youth in Codrington County. While meaningful progress has been made through last year's grant-funded initiatives, disparities remain: though only 9% of youth in Codrington County identify as racial or ethnic minorities, youth of color made up 19% of participants in the juvenile diversion program over the past year. Native American youth are the most disproportionately represented, accounting for 18% of youth served.

This ongoing overrepresentation reflects a continued need for culturally responsive diversion strategies that support Native youth in meaningful, healing-centered ways. With support from the Department of Corrections, we have begun building intentional and impactful partnerships with Native leaders and community members efforts we aim to deepen in this next phase of work.

A key development this past year has been our collaboration with Cultural Advisor Skyman Redday, who has led talking circles for youth in diversion. These circles provide a culturally rooted space for connection, accountability, and healing. Additionally, local artist and cultural teacher Arnold Williams has introduced beading instruction to youth, fostering pride in heritage, focus, and creativity. These culturally grounded practices have been positively received and have helped build trust between youth and program staff. Looking ahead, we plan to incorporate trail riding with horses as an incentive for youth who successfully complete the diversion program offering a powerful connection to land, tradition, and responsibility.

Our updated project approach includes:

1. **Expanding Cultural Partnerships:** Deepening collaboration with Native community leaders like Skyman Redday and Arnold Williams to co-develop culturally relevant programming and provide consistent mentorship and connection for youth.
2. **Advancing System Education and Equity:** Continuing education for Juvenile Detention Alternatives Initiative (JDAI) stakeholders through conferences and trainings focused on racial and ethnic disparities, cultural humility, and best practices in equitable diversion.

3. **Sustaining Equitable Diversion Practices:** Refining eligibility and referral processes, enhancing data tracking to monitor progress, and ensuring all youth, especially Native youth, have fair and supportive access to diversion programming.

These efforts aim to not only reduce disparities but also build lasting relationships, promote culturally affirming experiences, and empower youth through connection and care. With renewed funding, we are prepared to build on this momentum and deepen our impact in partnership with the Native communities we serve.

B. 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 supported services 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. Strengthen existing partnerships with Cultural Advisors by formally integrating individuals such as Skyman Redday and Arnold Williams into the JDAI collaborative by July 2025.

II. Launch a standing Cultural Response Subcommittee within the JDAI collaborative by August 2025. This subcommittee will focus on identifying, implementing, and evaluating culturally appropriate diversion strategies for youth of color, including talking circles, cultural mentorship, and experiential learning (e.g., horse trail riding).

III. Host quarterly cultural engagement activities for youth and families in collaboration with tribal partners and community leaders, beginning September 2025.

IV. Facilitate stakeholder education and professional development, including JDAI member participation in the National Racial and Ethnic Disparities Conference in October 2025.

V. Develop and implement a culturally responsive data tracking and evaluation tool to assess outcomes and inform improvements to diversion practices by December 2025.

VI. Identify service gaps and resource needs in collaboration with community partners, with a focus on equity, access, and long-term sustainability, by January 2026.

VII. Submit monthly reimbursement reports and ongoing progress updates in compliance with grant requirements.

Mobilizing the Community

We are actively involving multiple sectors, including education, mental health, juvenile justice, tribal leadership, and cultural organizations, in shaping and supporting our diversion strategy. Tribal

representatives and local cultural leaders are being integrated into decision-making roles, ensuring that programming reflects the voices of those most impacted.

Obtaining Resources

In addition to this funding request, we are exploring opportunities through local philanthropic organizations, tribal resources, and state-level juvenile justice funds. We are also working to formalize in-kind partnerships that support youth programming (e.g., space for talking circles, supplies for beading activities, access to horses and land for trail riding).

Coordinating Implementation

The JDAI Coordinator, in collaboration with the Cultural Response Subcommittee, will oversee the coordination of all activities, ensuring communication across agencies and alignment with broader juvenile justice goals. Regular check-ins, data reviews, and subcommittee meetings will support timely and effective implementation.

Sustainability Strategy

Sustainability planning is embedded throughout our approach. By investing in community relationships, centering tribal leadership, and training local stakeholders, we are creating a model that can be carried forward with or without external funding. We will also seek to combine support from a variety of sources including local philanthropy, tribal partnerships, and other juvenile justice initiatives to maintain and expand programming beyond the grant period.

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Dadra Avery, School Counselor at Sturgis Brown High School;

Judge Tami Bern, First Judicial Circuit Judge;

Eric Anderson, Department of Corrections Juvenile Corrections Supervisor;

Julian Woodward, Youth Member

Charles Frieberg, Director of Trial Court Services;

Melanie Boetel, Department of Social Services Behavioral Health Services Director;

Daniel Haggar, 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;

Jennifer Johnson, JJRI Coordinator, Southeastern Behavioral Health

Skyllir Skipper, Youth Member; and

Cassidy Frederick, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age

Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
 8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

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

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.

2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

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

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

SECTION 6. SIGNATURES

The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required

A. County Commission Chair		
Name Troy VanDusen	Title Codington County Commission Chair	
Address 14 1 st Ave SE	City/State/Zip Watertown SD 57201	
E-mail tvandusen@codington.org	Phone 605-881-8527	Fax 605-882-6288
Signature	Date	
B. Project Director		
Name Louis Canfield	Title Director of Youth Diversion– BGC	
Address PO Box 833	City/State/Zip Watertown SD 57201	
E-mail canfieldl@bgcofwatertown.com	Phone 605-886-6666	Fax NA
Signature	Date	
C. Financial Officer		
Name Cindy Williamson	Title Director of Finance – BGC of Watertown	
Address PO Box 833	City/State/Zip Watertown SD 57201	
E-mail williamsonc@bgcofwatertown.com	Phone 605-886-6666	Fax NA
Signature	Date	
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 Diversion Success Comparison
Attachment 2 Letter of Support
Attachment 3 Boys & Girls Club of Watertown Annual Report
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE



STATE OF SOUTH DAKOTA
THIRD JUDICIAL CIRCUIT COURT

Counties

*Beadle, Brookings, Clark, Codington, Deuel, Grant, Hamlin, Hand, Jerauld, Kingsbury,
Lake, Miner, Moody and Sanborn*

May 5, 2025

Codington County Commissioners
Codington County Courthouse
14 1st Avenue SE
Watertown, SD 57201

Dear Commissioners,

This is a follow up to our meetings with Commissioner Gabel regarding the upgrade of sound equipment in the small courtroom on Floor 2. As we discussed, we would like to utilize the following funds from this year's Codington County budget:

Judicial Systems Supplies Line - \$10,000
Judicial Systems Postage Line - \$5,000
Judicial Systems Other Expense - \$5,000
Judicial Systems Jury Duty - \$10,000

Total Funds: \$30,000

With the current UJS IT policy, \$10,000 of the funds allocated for the new sound equipment will be reimbursed back to Codington County and can be placed back in the Jury Duty line item.

Please find the UJS IT policy attached to this letter along with a copy of the Codington County budget line items for the Unified Judicial System and the bid from AVI regarding the work that will be performed.

Thank you for your time in considering this request.

Sincerely,

A handwritten signature in cursive script that reads "Dawn Elshere".
Judge Dawn Elshere
Third Judicial Circuit

Audio-Visual Integration Cost Guidelines

South Dakota Unified Judicial System

State Court Administrator's Office

*Effective January 12, 2023

Purpose

The purpose of these audio-visual integration cost guidelines is to define the process and cost sharing with the counties for expenses associated with audio visual integration which has traditionally been a county expense as those integrations require physical alteration to courtrooms. Integration refers to a physical connection requiring alteration of a courtroom and the installation of permanent sound equipment in the courtroom.

This policy does not alter the UJS obligation to provide FTR and CourtSmart licensing, software and dedicated hardware that is not integrated into the courtroom.

Project Initiation

A request for an audio-visual integration project shall be initiated by the Circuit Court Administrator with a formal request to the UJS Director of Information and Technology and the UJS Director of Budget and Finance.

Project Review and Scope Determination

A request for any audio-visual integration shall require an initial determination by the Circuit Court Administrator as to whether a permanent or portable system is desirable from the outset. If a permanent system is requested, the Circuit Administrator will include the desired installation location for the required computer. UJS IT will then conduct a site visit and/or review to determine if the current sound system (assuming one exists) can be integrated into UJS court record technology. If the audio-visual system cannot support integration and requires enhancement, UJS IT will obtain a cost estimate for integration. The cost estimate will include project costs supported by invoices from the vendor. Any equipment or vendor selected must be approved by the UJS for feasibility and compatibility purposes. Required electrical changes or additions are the responsibility of the county.

County Approval

All audio-visual integrations require approval of the county before work proceeds even if the UJS pays the entire cost to avoid concerns about physical alterations to the courtroom. Any amount over \$10,000 per courtroom requires commitment from

the county to pay those expenses. That may come from law library funds, if available, or a county appropriation. Documentation of such approval shall be submitted with any approval request to the State Court Administrator.

Project Approval

Following the project review, cost determination and county approval process the project will be submitted to the State Court Administrator for approval. The approval process shall consider available UJS funds to support the project and the counties willingness to cover any associated county expenses.

UJS Costs

For an approved project the UJS will pay up to \$10,000 for audio-visual integration.

The dedicated budget amount for approved projects is \$100,000 per year unless other funds become available (for instance year end money).

Ongoing Enhancements/Equipment Failures

The UJS will cover the first \$1,000 for enhancements and/or equipment failures, including service calls for integrated audio-visual systems on a fiscal year annual basis. Any amount above \$1,000 will be the responsibility of the county and the UJS on a 50/50 basis.

Policy Exemption

A circuit may request approval from the Chief Justice and SCA for an exception to this policy and the circumstances necessitating that request.

Payment Process

For projects not fully funded by the UJS, the county shall pay the entire invoice, including the UJS portion. Once the project has been completed and the County has submitted final payment to the vendor, the County will provide UJS with a copy of the paid invoice. Upon receipt of that information, funds will be disbursed to the approved county for the UJS portion of the project by the State Court Administrator's Office.

BUDGET EXPENDITURE REPORT FOR 04/15/2025
CODINGTON COUNTY

Fund	Act	G/L#	Account Description	Beginning Budgeted	Mods In/Out	-Total Budget	Yr-To-Date Expended	Budget Remaining	%	Month-T-D Expended
Expenses										
101	130	422.00	JUDICIAL SYSTEMS PROF. FEES	.00	.00	.00	.00	.00	.0	.00
101	130	425.00	JUDICIAL SYSTEMS REPAIRS/MINT	2,000.00	.00	2,000.00	.00	2,000.00	.0	.00
101	130	426.00	JUDICIAL SYSTEMS SUPPLIES	17,000.00	.00	17,000.00	3.99	16,996.01	.0	3.99
101	130	426.10	JUDICIAL SYSTEMS SUP (GRANT)	.00	.00	.00	.00	.00	.0	.00
101	130	427.00	JUDICIAL SYSTEMS TRAVEL	.00	.00	.00	.00	.00	.0	.00
101	130	429.00	JUDICIAL SYSTEMS POSTAGE	20,000.00	.00	20,000.00	2,699.69	17,300.31	13.5	1,030.38
101	130	429.10	JUDICIAL SYSTEMS OTHER EXP.	16,000.00	.00	16,000.00	.00	16,000.00	.0	.00
101	130	429.30	JUDICIAL SYSTEMS WITNESS	5,000.00	.00	5,000.00	.00	5,000.00	.0	.00
101	130	429.40	JUDICIAL SYSTEMS JURY DUTY	30,000.00	.00	30,000.00	3,487.04	26,512.96	11.6	1,135.34
Sub-Total:				90,000.00	.00	90,000.00	6,190.72	83,809.28	6.9	2,169.71
Total At Activity:				90,000.00	.00	90,000.00	6,190.72	83,809.28	6.9	2,169.71
Total Expenses				90,000.00	.00	90,000.00	6,190.72	83,809.28	6.9	2,169.71
Total Expenses and Other Uses At Fund:				90,000.00	.00	90,000.00	6,190.72	83,809.28	6.9	2,169.71
101 GENERAL				90,000.00	.00	90,000.00	6,190.72	83,809.28	6.9	2,169.71

BUDGET EXPENDITURE REPORT FOR 04/15/2025
CODDINGTON COUNTY

Fund	Act	GL#	Account Description	Beginning Budgeted	Mods In/Out	-Total Budget	Yr-To-Date Expensed	Budget Remaining	%	Month-T-D Expensed
Expenses										
101	130	422.00	JUDICIAL SYSTEMS PROF. FEES	.00	.00	.00	.00	.00	.0	.00
101	130	425.00	JUDICIAL SYSTEMS REPAIRS/MINT	2,000.00	.00	2,000.00	.00	2,000.00	.0	.00
101	130	426.00	JUDICIAL SYSTEMS SUPPLIES	17,000.00	.00	17,000.00	204.58	16,795.42	1.2	200.59
101	130	426.10	JUDICIAL SYSTEMS SUP (GRANT)	.00	.00	.00	.00	.00	.0	.00
101	130	427.00	JUDICIAL SYSTEMS TRAVEL	.00	.00	.00	.00	.00	.0	.00
101	130	429.00	JUDICIAL SYSTEMS POSTAGE	20,000.00	.00	20,000.00	3,583.18	16,416.82	17.9	883.49
101	130	429.10	JUDICIAL SYSTEMS OTHER EXP.	16,000.00	.00	16,000.00	.00	16,000.00	.0	.00
101	130	429.30	JUDICIAL SYSTEMS WITNESS	5,000.00	.00	5,000.00	.00	5,000.00	.0	.00
101	130	429.40	JUDICIAL SYSTEMS JURY DUTY	30,000.00	.00	30,000.00	8,634.36	21,365.64	28.8	5,147.32
Sub-Total:				90,000.00	.00	90,000.00	12,422.12	77,577.88	13.8	6,231.40
Total At Activity:				90,000.00	.00	90,000.00	12,422.12	77,577.88	13.8	6,231.40
130.0 JUDICIAL SYSTEMS				90,000.00	.00	90,000.00	12,422.12	77,577.88	13.8	6,231.40
Total Expenses				90,000.00	.00	90,000.00	12,422.12	77,577.88	13.8	6,231.40
Total Expenses and Other Uses At Fund:				90,000.00	.00	90,000.00	12,422.12	77,577.88	13.8	6,231.40
101 GENERAL				90,000.00	.00	90,000.00	12,422.12	77,577.88	13.8	6,231.40

Retail Sales Agreement



Reference Number: 1336552
Date: April 30, 2025

Codington County Courthouse - 3rd Floor Courtroom AV Upgrade

Prepared By: Chuck Risty
Phone: (605)782-4153
Email: chuck.risty@avisystems.com

AVI Systems Inc.
655 E 54th Street North, Sioux Falls, SD 57104
Phone: (605)782-4141
Fax: (605)782-4142

COMPANY	PROJECT SITE	INVOICE TO
Codington County Courthouse 14 1st Ave SE Watertown, SD 57201	Codington County Courthouse 14 1st Ave SE Watertown, SD 57201	Codington County Courthouse 14 1st Ave SE Watertown, SD 57201
Contact: Steve Molengraaf Phone: (605)882-6255 Email: codmain@codington.org Account Number: CCC0022	Contact: Steve Molengraaf Phone: (605)882-6255 Email: codmain@codington.org Account Number: CCC0022	Contact: Steve Molengraaf Phone: (605)882-6255 Email: codmain@codington.org Account Number: CCC0022

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$18,299.90
Integration	\$11,065.58
PRO Support	\$0.00
Shipping & Handling	\$892.00
Tax	\$0.00
Grand Total	\$30,257.48

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

AVI's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. AVI's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
	Codrigton County - 3rd Floor CR AV Upgrade			
BIAMP	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 ch	1	\$3,231.25	\$3,231.25
NETGEAR	5PT POE/POE+GIGE UNMANAGED SW	1	\$140.86	\$140.86
WILLIAMS SOUND	FM Plus Large-area Dual FM and Wi-Fi assistive listening system with 4 FM R38 receivers. System inc	1	\$1,670.63	\$1,670.63
LIBERTY AV	MIC CBL XLR M-F 3C 6' BLK	1	\$27.11	\$27.11
WILLIAMS SOUND	FM receiver with seek-button channel selection. (1) EAR 022 surround earphone, and (1) BAT 001-2 AA	2	\$116.88	\$233.76
BSS	Soundweb London Telephone Headset Interface	1	\$223.94	\$223.94
MITEL	Mitel 6920w IP Phone- Embedded WiFi - dual band (2.4GHz & 5GHz) IEEE 802.11a/b/g/n, Bluetooth 5.2, E	1	\$331.25	\$331.25
SHURE	MICROPHONE	5	\$283.81	\$1,419.05
NEUTRIK	NEUTRIK XLR F 3P CBL NKL	5	\$3.96	\$19.80
SHURE	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Sn	1	\$223.25	\$223.25
RDL - RADIO DE	Stereo Headphone Amplifier - Decora® panel with user level control	1	\$190.93	\$190.93
RDL - RADIO DE	Decora-Style Active Loudspeaker - White - User Level Adjust	1	\$240.52	\$240.52
RDL - RADIO DE	DESKTOP CHASSIS-WHITE	3	\$69.49	\$208.47
RDL - RADIO DE	SINGLE WHITE COVER PLATE	3	\$12.84	\$38.52
OWNER	Owner Furnished PC for FTR	1	\$0.00	\$0.00
C2G	Trulink USB 2.0 WP Lex + Dongle Rex Kit	1	\$454.65	\$454.65
RDL - RADIO DE	24 Vdc 500mA N. American Pwr Supply -	2	\$30.81	\$61.62
DYNACORD	240W single channel power amplifier with one line input and EMG override input (70/100V or line). Fu	1	\$378.00	\$378.00
INNOVOX AUDIO	Four 4" LF, single HF ribbon	1	\$978.75	\$978.75
OMNIMOUNT	Speaker Wall Mount	1	\$56.88	\$56.88
OWNER	Owner Furnished Bench PC and Monitor for web conferencing	1	\$0.00	\$0.00
AUDINATE	Dante AVIO USB IO Adapter with RJ45 and USB type A	1	\$198.75	\$198.75
AVPRO	HDMI 1x2 18 GBPS Splitter w/HDR & EDID Mgmt, Audio De-embedding; downscaling (Full HDR, 4K60 4:4:4);	1	\$156.37	\$156.37
ATLONA	Professional HDMI and USB2.0 PTZ Camera - Black	1	\$651.24	\$651.24
AVPRO	100-meter extension kit for USB 3.2 Gen 1 with a USB-C host and a four USB-A port hub connected via	1	\$482.63	\$482.63
VIEWSONIC	CDE12 bundle with CDE6512 and WMK-047-2	1	\$1,040.00	\$1,040.00
AVPRO	HDBaseT (CAT6) Extender Kit. ICT 18G, 70m 4K (100m HD) Slim Extender with I-Pass, Bi-Directional Po	1	\$676.71	\$676.71
MIDDLE ATLANTI	10SP/25D KD STNDALN RACK	1	\$551.00	\$551.00
MIDDLE ATLANTI	10SP SOLID FRONTDR, UNIV.	1	\$133.60	\$133.60
MIDDLE ATLANTI	15A 9 OUT MULTI-STAGE SURGE W/CTRL	1	\$254.73	\$254.73
MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	2	\$49.29	\$98.58
RDL - RADIO DE	Dual XLR 3-pin Female Jacks on D Plate - Terminal block connections	2	\$24.75	\$49.50
WIREMOLD	OVER FLOOR RACEWAY BASE AND COVER	4	\$440.47	\$1,761.88
WIREMOLD	OVER FLOOR RACEWAY 2-GANG BOX	3	\$168.80	\$506.40
WIREMOLD	OFR SEAM CLIP	3	\$37.51	\$112.53
WIREMOLD	OFR COUPLING(PAIR)	2	\$23.71	\$47.42
WIREMOLD	OVER FLOOR RACEWAY WIRE CLIPS	12	\$3.02	\$36.24
WIREMOLD	OFR 45 DEGREE FLAT ELBOW- Minimum Order Quantity is 1	2	\$149.09	\$298.18
WIREMOLD	OFR FLAT ELBOW	1	\$159.04	\$159.04
WIREMOLD	OFR DECORATOR PLATE	2	\$33.65	\$67.30
WIREMOLD	OVER FLOOR RACEWAY ENT END FIT	1	\$107.56	\$107.56
LIBERTY AV	CAT6 550 23/4P UTP CMP BLACK	1	\$196.50	\$196.50
BELDEN	REVConnect Jack CAT6 UTP Black 1Pack	2	\$10.36	\$20.72

BELDEN	REVConnect Plug 10GX UTP Black 1Pack	2	\$13.74	\$27.48
LIBERTY AV	CAT6 UTP PATCH 5' BLACK	2	\$3.64	\$7.28
LIBERTY AV	CAT6 UTP PATCH 25' BLACK	2	\$10.38	\$20.76
LIBERTY AV	COMET 10G HDMI CBL BLK 2.0M	4	\$8.50	\$34.00
LIBERTY AV	COMMERCIAL 18/2 CMP BLACK	1	\$107.60	\$107.60
LIBERTY AV	USB 2.0 MOLDED AM-BM 6' BLACK	2	\$4.45	\$8.90
C2G	6ft USB MALE C TO A MALE 3.2 GEN 1 3A	2	\$14.52	\$29.04
LIBERTY AV	USB 3.0 MOLDED AM-BM 6' BLACK	2	\$4.51	\$9.02
ARLINGTON	Arlington 1 Gng Non-Metallic Mtn Bracket	2	\$1.78	\$3.56
RDL - RADIO DE	Single Cover Plate stainless steel	2	\$11.90	\$23.80
BELDEN	KCONN FACEPLATE 2-P SG WHI	1	\$6.40	\$6.40
MIDDLE ATLANTI	1SP FLANGED TEXT BLANK PA	4	\$13.65	\$54.60
PANDUIT	PANDUIT CABLE TIE 8" 18LB BLK	1	\$95.43	\$95.43
LIBERTY AV	VELCRO 1/2" BLK 75FT HK & LP	1	\$26.85	\$26.85
LIBERTY AV	RHINO BLACK ON WHITE LABELS	1	\$21.38	\$21.38
WIREMOLD	NM UNIDUCT RACEWAY 2800 8	8	\$2.03	\$16.24
WIREMOLD	NM DRP CLNG CNCTR 2800 IV	2	\$1.93	\$3.86
WIREMOLD	NM BLANK END FTG 2900 IV	2	\$1.76	\$3.52
WIREMOLD	NM COVER CLIP 2800 IVORY- Minimum Order Quantity is 2	4	\$2.34	\$9.36
TECHFLEX	1" BRD FLEX EXPANDIBLE SLEEVING 250C PET BLK ROHS 100 FT SPOOL	1	\$54.70	\$54.70
	On Site Integration, Travel, Engineering, Programming, Project Management			\$11,065.58
Sub-Total: Codington County - 3rd Floor CR AV Upgrade				\$29,365.48

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: AVI Systems will deliver and install a full audio upgrade to the 3rd floor courtroom. This system will include a PTZ camera and display to be used with Owner's web conferencing platform. The audio system will consist of new microphones, speakers, hearing assist, VOIP phone integration, and audio integration into Owner's FTR recording system. ADA floor track will be installed for microphone cabling from the counsel tables to the equipment rack which will be located in the room directly behind the bench. All existing, unused equipment will be removed and returned to Owner for disposal. OFE below indicates Owner furnished equipment.

B. SYSTEM DESCRIPTION:

- Displays:
 - o (1) 65" wall mounted display where existing speaker is located
- Source Devices:
 - o OFE bench PC with dual monitors
- Audio:
 - o (1) wall mounted speaker array on the wall behind the bench
 - o (1) desktop speaker with volume control on the bench
 - o (1) headphone/speaker jack at court reporter location
 - o (1) USB connection for OFE FTR system
 - o (1) audio connection to VOIP phone
 - o (1) FM hearing assist unit with (2) wireless receivers
 - o (2) microphones at each of the counsel tables
 - o (1) microphone at the bench
 - o (1) microphone at the witness stand
 - o DANTE audio connection to bench PC for web conferencing
- Conferencing:
 - o Web conferencing will be hosted by OFE bench PC
 - o (1) PTZ, USB camera
- Controls:
 - o TV and PTZ camera will be controlled by manufacturer supplied IR remote controls
- Equipment Location:
 - o Head-end equipment will be installed in a new equipment rack located in the room directly behind the bench

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide the necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.

- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

AUDITOR'S ACCOUNT WITH THE COUNTY TREASURER

To the Honorable Board of County Commissioners, Codington County:

I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer of the County of Codington as of the last business day in March 2025.

Cash on Hand	\$24,885.69
Checks in Treasurer' possession	\$1,700,951.69
less than 3 days	\$0.00
Credit Card Charges	\$11,368.82
Cash Items	\$29,241.25
TOTAL CASH ASSETS ON HAND	\$1,766,447.45

RECONCILED CHECKING

Reliabank (Memorial Park)	\$1,000.00
Reliabank Dakota	\$42,150,181.86

INVESTMENTS

SD Public Funds Investment	\$1,077.53
Plains Commerce Bank CD's	\$1,522,398.54

TOTAL CASH ASSETS

\$45,441,105.38

GENERAL LEDGER CASH BALANCES:

General	\$12,118,146.67
General restricted cash	\$500,000.00
Sp. Revenue	\$9,701,573.72
County Jail Build	\$6,970,214.13
Sp. Revenue restricted cash	\$0.00
Custodial	\$16,151,170.86
Schools	\$ 12,432,054.77
Townships	\$ 365,716.61
City/Towns	\$ 2,615,822.42

TOTAL GENERAL LEDGER CASH

\$45,441,105.38

Dated this 1st day of May 2025

County Auditor

**AUDITOR'S MONTHLY SETTLEMENT WITH TREASURER
CODINGTON COUNTY
DATE: May 1, 2025**

CASH ON HAND IN TREASURER'S OFFICE

Silver and Pennies.....	\$79.69
Ones.....	\$266.00
Fives.....	\$450.00
Tens.....	\$500.00
Twenties.....	\$2,040.00
Fifties.....	\$950.00
Hundreds.....	\$20,600.00
Cash Items.....	\$29,241.25
Credit Card Charges.....	\$11,368.82
Checks.....	\$1,700,951.69
TOTAL CASH ON HAND	\$1,766,447.45

CHECKING ACCOUNT BALANCE:

<u>Reliabank (Memorial Park)</u>	\$1,000.00
<u>Reliabank Dakota</u>	\$42,150,181.86

INVESTMENTS:

<u>SD Public Funds Investment Trust</u>	\$1,077.53
<u>Plains Commerce Bank CD's</u>	\$1,522,398.54

OTHER ACCOUNT BALANCES: \$43,674,657.93

GRAND TOTAL CASH AND BALANCES: \$45,441,105.38

GENERAL LEDGER CASH AND INVESTMENT BALANCES BY FUNDS:

General Fund	\$12,118,146.67
General Fund restricted cash	\$500,000.00
Sp. Revenue Funds	\$9,701,573.72
County Jail Build	\$6,970,214.13
Sp. Revenue Funds restricted cash	\$0.00
Custodial Funds	\$16,151,170.86

TOTAL GENERAL LEDGER CASH \$45,441,105.38

OFFICIAL STATEMENT OF FEES COLLECTED
REGISTER OF DEEDS STATEMENT OF FEES COLLECTED DURING THE MONTH
OF APRIL, 2025

The sum of **\$34,059.55** in fees has been collected by me as Register of Deeds for APRIL, 2025

Ann Rasmussen being duly sworn, deposes and says that she is the Register of Deeds in and for CODINGTON COUNTY, State of South Dakota; that the foregoing statement is a true and correct report of all fees collected by me as such Register of Deeds, as required by law, during the month of APRIL, 2025

Ann Rasmussen

Register of Deeds

Subscribed and sworn to before me this 5th day of May 2025

CERTIFIED BIRTHS

State Children's Fund (\$2.00)	\$ 192.00
County General Fund (\$5.00)	\$ 480.00
State EVRSS Fund (\$5.00)	\$ 480.00
State General Fund (\$3.00)	\$ 288.00
TOTAL	\$ 1,440.00

CERTIFIED DEATHS

County General Fund (\$5.00)	\$ 450.00
State General Fund (\$4.00)	\$ 360.00
State EVRSS Fund (\$6.00)	\$ 540.00
TOTAL	\$ 1,350.00

FILED

MAY 05 2025

CODINGTON COUNTY AUDITOR

Receipt Totals

By Date: 4/1/2025 12:00:00 AM - 4/30/2025 11:59:59 PM; Departments: All; Cash based.

Codrington County
Wednesday, April 30, 2025 5:15 PM

Summary:

Receipt Item Totals

	Paid	Charged	Debited	Total
Document:	\$28,210.00	\$840.00	\$0.00	\$29,050.00
Non Document:	\$4,012.75	\$1,581.20	\$0.00	\$5,593.95
Subtotal:	\$32,222.75	\$2,421.20	\$0.00	\$34,643.95

Payment on Account Totals

Applied:	\$1,836.80
Refunded:	\$0.00
Unposted:	\$0.00
Net Posted:	\$1,836.80

Payments & Refunds

ACH:	\$21,603.50
Cash:	\$2,519.75
Check:	\$9,876.30
Money Order:	\$60.00
Total:	\$34,059.55

Revenue Account Activity

	Total Received	Paid on Receipt	Applied from POA	Adjusted
101-0-321.00	\$140.00	\$140.00	\$0.00	\$0.00
101-0-341.21	\$7,610.00	\$7,210.00	\$400.00	\$0.00
101-0-341.22	\$19,550.00	\$19,550.00	\$0.00	\$0.00
229-0-321.00	\$420.00	\$420.00	\$0.00	\$0.00
726-0-209.00	\$1,860.00	\$1,400.00	\$460.00	\$0.00
101-0-341.29	\$2,969.55	\$2,072.75	\$896.80	\$0.00
250-0-341.21	\$906.00	\$858.00	\$48.00	\$0.00
769-0-209.00	\$604.00	\$572.00	\$32.00	\$0.00
Total:	\$34,059.55	\$32,222.75	\$1,836.80	\$0.00

FILED

MAY 05 2025

RECORDED

CODRINGTON COUNTY AUDITOR

Solution Proposal

57194



57194 .02

504 Jenson Ave SE 3710 S Kiwanis Ave. 1680 East Capitol Ave Suite B 114 Main St. N Ste. 202F 801 S 42nd Street, Suite G1
 Watertown, SD 57201 Sioux Falls, SD 57105 Bismarck, ND 58501 Hutchinson, MN 55350 Grand Forks 58201
 P: 605.882.1555 P: 605.361.8881 P: 701.258.6689 P: 320.582.0234

Codington County - Host Servers 2025

May 1, 2025

Bill To:
 Codington County Auditor
 Brenda Hanten
 14 First Ave SE
 Watertown, SD 57201

Phone:
 (605) 882-6297

Ship To:
 Codington County Auditor
 Brenda Hanten
 14 First Ave SE
 Watertown, SD 57201

Email: bhanten@codington.org

Salesperson: Greg Richter

	Description	Price Each	Qty	Ext Price
Items				\$40,064.96
1	HPE ML350 Gen11 SFF CTO Server HPE ML350 Gen11 SFF CTO Server, ML350 Gen11 SFF CTO Server, 2 - INT Xeon-S 4410Y CPU for HPE, 4 - 32GB 2Rx8 PC5-4800B-R Smart Kit, 4 - 960GB SATA RI SFF BC MV SSD, 2 - 480GB SATA MU SFF BC MV SSD, 96W Smart Stg Li-ion Batt 260mm Kit, ML350/110 G11 Smart Stg Batt Cbl Kit, MR408i-o Gen11 SPDM Storage Cntrl, BCM 5719 1Gb 4p BASE-T OCP Adptr, 2 - 1000W FS Ti Hi Plg PS Kit, Cmp Cloud Mgmt Srv FIO Enablement, ML350 Gen11 OCP2 Enable Kit, ML350 Gen11 SFF OROC Cbl Kit, ML350 Gen11 Sec CPU Fan Kit, 2 - ML350 Gen11 Stnd Heat Sink Kit, iLO Adv Elec Lic 3yr Support, HPE COM Std 5yr Up ProLiant SaaS, 5Y Tech Care Essential SVC, iLO Advanced Non Blade Support, ML350 Gen 11 Support.	\$13,804.48	2	\$27,608.96 X
2	Windows Server 2025 Standard - 2 Core (NCE COM BAS PER 1TM) Windows Server 2025 Standard - 2 Core (NCE COM BAS PER 1TM)	\$147.00	48	\$7,056.00 X
3	Windows Server 2025 1 User CAL NCE COM Windows Server 2025 - 1 User CAL (NCE COM BAS PER 1TM)	\$50.00	108	\$5,400.00 X
4	Monthly Connect Care MSP Recurring monthly fee for Premium Connect Care, Standard three year agreement. Includes 24x7x365 Remote Monitoring, Monthly Reports, Automated Operating System Patch Management, Antivirus and/or Antispam Monitoring, Updates and Remediation (License Required) Automated Disk Optimization, Desktop and Server Labor for covered equipment both Remote and Onsite (mileage within 75 miles of nearest Connecting Point location is included), Annual Network Documentation and Network Security Scan, Yearly Review and Planning, Remote Checkups 2 new physical host servers and 7 vm servers = \$0.00 count per Dan D	\$0.00	1	\$0.00 X
5	Windows Server Install Server Components Assembly 2 HPE ML350 G11 servers Server Install for the following OS - Windows Server 2022. Unbox Server and Setup, . Install (4) 960GB SSD Hard Drives in Raid 5 Configuration, Install 2nd processor, 3 additional 32 gb RAM Modules, and Redundant Power Supply. Use existing 480gb SSD for Boot OS on virtualization. Boot to iLO and Download OS Media, Run Intelligent Provisioning, Install OS, Assign IP, Install Licensing, Run OS Updates, Configure Insight Manager Alerts, Register Ilo License. Note: If Windows Server then Install ProLiant Support Pack, Leave Server in Workgroup and Install Hyper-V Role. --- Set email alerts on the iLo board to go to alerts@connectingpoint.biz AND the customer also. Covered under ConnectCare MSP a \$2190.00 value	\$0.00	1	\$0.00 X
6	Install of HyperV Install Server OS, Leave in Workgroup, Assign IP, Install Licensing, Install updates, Add HyperV Role On site work to move VM's from original Hosts servers under VMWare environment to new Host servers in HyperV Environment 10.0.0.10 - CODCMS, CODDC1, CODSCAN 10.0.0.20 - CODROD, CODDC2, CODPROVAL, DOCUPROSVR Covered under ConnectCare MSP a \$2190.00 value	\$0.00	1	\$0.00 X

	Description	Price Each	Qty	Ext Price
7	<p>Install Veeam Veeam setup utilizing existing Veeam Enterprise rental licenses to backup 7 VM's on new host servers. Download of software. Installation of Rental Veeam Software and the licenses. Configuration of backup job and setup of Surebackup if using Enterprise backing up to existing Synology NAS in place. Does not include Proxy, WAN Accelerator or setup of NAS Device.</p> <p><i>Covered under ConnectCare MSP a \$370.00 value</i></p>	\$0.00	1	\$0.00 X
8	<p>Implement Cloud Backup Base Installation for Cloud or Local Based Backup. Backup to Datto. Covers initial setup of backups of Datto. Includes up to 4 Virtual Servers to Datto. Set up notifications using customer mail server, customer Office365 OR CP account at Midco. Structure the email alert so that it indicates who from - i.e. CPoint (customername) and also add a notification for the customer.</p> <p>With regards to any Datto devices, a decommissioning process needs to take place. Please see scope details for steps in completing the decomm process. Notify Natalie of completion for billing.</p> <p>** Connect with Traci for initial setup, notify Traci and Natalie once setup completed.</p> <p><i>Covered under ConnectCare MSP a \$395.00 value</i></p>	\$0.00	1	\$0.00 X
9	<p>Additional Server Setup Additional Virtual Server Setup for Azure backup of 3 remaining VM servers via Veeam Enterprise rental license.</p> <p><i>Covered under ConnectCare MSP a \$100.00 value</i></p>	\$0.00	1	\$0.00 X
10	<p>Onboarding of MSP device Implementation of Connect Care monitoring agents on equipment to be covered. Register and verify equipment is live and available to monitor and manage. Provide a master list of equipment to be covered to DISPATCH for update of CRM. See scope detail for items to be completed for Kaseya onboarding.</p> <p>* Check the AD server computers list, Kaseya agent portal and Trend Micro antivirus console have been populated with the new equipment info and removed any computer equipment being retired from these same consoles / portals, document this in work order.</p> <p>Be sure to check that the Kaseya agent and Trend antivirus have been updated for new unit and removed from the unit being replaced if applicable.</p> <p><i>2 new physical host servers and 7 vm servers = \$0.00 count per Dan D</i></p>	\$0.00	1	\$0.00 X

PRICING: DUE TO VOLATILITY IN THE SUPPLY CHAIN, PRICES CANNOT BE GUARANTEED. PRICES ARE SUBJECT TO CHANGE AND BE FINALIZED AT TIME OF ORDER.

Payment Terms:

Payment terms are established at the time of the order. We accept cash or check along with credit card, but our company policy is to limit credit card payment acceptance to \$4,000.00 or less per account per month. We also offer leasing and other options to manage your purchase. Account setup time can take 1-2 business days to review and approve.

Return Policy:

Unopened items can be returned 15 days from date of delivery without restock fees. Items that have been opened will have a 15% restock fee and can be returned up to 30 days from date of purchase. There are no returns for SPECIAL ORDER, CUSTOM CONFIGURATIONS or Items that are older than 30 days from date of purchase.

Shipping Disclaimer:

TwoTrees is not responsible for any damages that occur during shipping. As the recipient, you are responsible for reporting damaged shipments and to inspect all boxes prior to signing for deliveries. You also have an option of refusing the shipment of any damaged goods. If not refused, take pictures of any damage and have the delivery driver sign off on shipping documentation. Any damage done from shipping must be brought to our attention immediately at time of receiving the product. Delayed reporting of any damages or missing parts may result in rejection of your claim. Hold all damaged goods and all original packing materials for inspection. Shipping insurance is available at an additional cost.

Subtotal	\$40,064.96
Tax	\$0.00
Total	\$40,064.96



Quoted by: _____

Accepted by: _____

May 1, 2025

The logo for Baird & Co. features the word "BAIRD" in white, uppercase, sans-serif font, centered within a blue parallelogram that is tilted to the right.

Codington County, South Dakota
Troy VanDusen, Chairman and Brenda Hanten, County Auditor
14 1st Avenue SE
Watertown, SD 57201-3611

Re. Underwriting Engagement Letter

Mr. VanDusen and Ms. Hanten:

On behalf of Robert W. Baird & Co. Incorporated (“we” or “Baird”), we wish to thank you for the opportunity to serve as sole managing underwriter for Codington County, South Dakota (“you” or the “Issuer”) on its proposed offering and issuance of General Obligation Bonds not to exceed \$29,650,000 in 2025 (the “Securities”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Securities are priced following successful completion of the offering process. The Purchase Agreement will set forth the terms and conditions on which Baird will purchase the Securities.

1. Services to be Provided by Baird. Baird is hereby engaged to serve as managing underwriter, and not as municipal advisor, of the proposed offering and issuance of the Securities, and in such underwriter capacity Baird agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Securities
- Develop a marketing plan for the offering, including identification of potential purchasers of the Securities
- Assist in the preparation of the preliminary official statement and final official statement and other offering documents
- Contact potential purchasers of the Securities and provide them with copies of the offering materials and related information
- Respond to inquiries from potential purchasers and, if requested, coordinate their due diligence calls and meetings
- If the Securities are to be rated, assist in the preparation of information and materials to be provided to securities rating agencies and in the development of strategies for meetings with the rating agencies
- Consult with counsel and other service providers about the offering and the terms of the Securities
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Securities
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility
- Submit documents and other information about the offering to the MSRB’s EMMA website
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities

Robert W. Baird & Co., Incorporated
7755 3rd Street North, Suite 400, Oakdale, MN 55128
Toll Free 800 RW BAIRD

www.rwbaird.com

- Such other usual and customary underwriting services as may be requested by the Issuer

In addition, as part of our underwriting services, Baird may provide advice concerning the structure, timing, terms and other similar matters about the offering at the Issuer's request. Please note that Baird would be providing such advisory services in its capacity as underwriter and not as a municipal advisor to the Issuer.

2. Fees and Expenses. Baird's proposed underwriting fee will not exceed \$7.97 per \$1,000 of bonds issued and will be reflected in the Purchase Agreement. The underwriting fee/spread will represent the difference between the price that Baird pays for the Securities and the public offering price stated on the cover of the final official statement, net of expenses paid by the underwriter. The underwriting fee/spread will be contingent upon the closing of the proposed offering and the amount of the fee/spread may be based on the principal or par amount of the Securities.

Baird shall be responsible for paying the fees of underwriter's counsel and other expenses it incurs in connection with the offering, including without limitation, CUSIP, DTC, MSRB, IPREO (electronic book-running/sales order system) fees. The Issuer shall be responsible for paying all other costs of issuance, such as fees of bond counsel, issuer counsel and disclosure counsel (if any); municipal advisory and other consultant fees; ratings agency fees and expenses and travel expenses directly related thereto; auditor and other expert fees; trustee, registrar and paying agent fees; and official statement printing and mailing/distribution costs.

3. Conflicts of Interest and Disclosures Pursuant to MSRB Rules. Baird is registered with the Municipal Securities Rulemaking Board ("MSRB") and the SEC. The MSRB website is www.msrb.org. Two investor brochures, Information for Municipal Securities Investors and Information for Municipal Advisory Clients, describe the protections that may be provided by the MSRB's rules. The brochures are available on the MSRB website. The MSRB website also contains information about how to file a complaint with an appropriate regulatory authority.

Baird makes the following conflict of interest and other disclosures as required by MSRB Rule G-17.

- Disclosures Concerning the Underwriter's Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriter's primary role is to purchase the Securities with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - The underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell the Securities to investors at prices that are fair and reasonable.
 - The underwriter will review the official statement for the Securities in accordance with, and as a part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

- Disclosures Concerning the Underwriter's Compensation:

Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

- Baird-Specific Conflicts of Interest Disclosures:

Baird is a full-service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to municipalities, other institutions, and individuals including the Issuer, certain Issuer officials or employees, and potential purchasers of the Securities for which Baird may receive customary compensation; however, such services are not related to the proposed offering. Baird may also be engaged from time to time by the Issuer to manage investments for the Issuer (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird may compensate its associates for any referrals they have made that resulted in the Issuer's selection of Baird to serve as underwriter on the proposed offering of the Securities. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by the Issuer (including the Securities). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by the Issuer (including the Securities).

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the Securities and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration. Such investment and trading activities may involve or relate to the offering or other assets, securities and/or instruments of the Issuer and/or persons and entities with relationships with the Issuer. Spouses and other family members of Baird associates may be employed by the Issuer.

Baird has not identified any other actual or potential material conflicts of interest.

- Disclosures of Material Financial Characteristics and Material Financial Risks.

- Accompanying this letter is a disclosure document describing the material financial characteristics and material financial risks of the Securities as required by MSRB Rule G-17.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the foregoing, either party may terminate Baird's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Baird's engagement is terminated by the Issuer, the Issuer agrees to reimburse Baird for its out-of-pocket expenses incurred until the date of termination.

5. Indemnification; Limitation of Liability. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses, claims, damages and liabilities that arise from or otherwise relate to this letter, actions taken or omitted in connection herewith, the offering materials, or the transactions and other matters contemplated hereby, except to the extent such

losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct. Any Purchase Agreement executed in connection with the offering of the Securities will contain indemnification provisions for the benefit of Baird, on terms consistent with industry standards.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of South Dakota. This letter contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein and supersedes all prior agreements between the parties related to the offering. This letter may not be amended or modified except by means of a written instrument executed by both parties hereto. This letter may not be assigned by either party without the prior written consent of the other party. The Issuer acknowledges that Baird may, at its option and expense and after announcement of the offering, place announcements and advertisements or otherwise publicize a description of the offering and Baird's role in it on Baird's website and/or other marketing material and in such financial and other newspapers and journals as it may choose, stating that Baird has acted as underwriter for the offering. The Issuer also agrees that Baird may use the Issuer's name and logo or official seal for these purposes.

In addition, the Issuer agrees that all opinions of counsel written in connection with the offering of the Securities, including but not limited to those opinions from bond counsel and issuer counsel, will include Baird as an addressee or alternatively will be accompanied by letters from such counsel entitling Baird to rely on such opinions.

If there is any aspect of this letter that requires further clarification, please do not hesitate to contact us. In addition, please consult your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. We understand that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the proposed offering. If our understanding is not correct, please let us know.

Please evidence your receipt and agreement to the foregoing by signing and returning this letter.

Again, we thank you for the opportunity to assist you with your proposed offering and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: 
Michael Hoheisel, Managing Director

Accepted this ___ day of _____, 2025

CODINGTON COUNTY, SOUTH DAKOTA

By: _____
Troy VanDusen, Chairman

By: _____
Brenda Hanten, County Auditor

Disclosures of Material Financial Characteristics and Financial Risks of Proposed Offering of Fixed Rate Bonds

Robert W. Baird & Co. Incorporated (“Baird”) has been engaged as underwriter or placement agent for the proposed offering by you (or the “Issuer”) of fixed rate bonds, notes, certificates of participation or other debt securities (“Fixed Rate Bonds”), to be sold on a negotiated basis. The following is a general description of the financial characteristics and security structures of Fixed Rate Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

This document is being provided to an official of the Issuer who has the authority to bind the Issuer by contract with Baird, who does not have a conflict of interest with respect to the offering.

If the Fixed Rate Bonds proposed to be issued are “conduit revenue bonds,” you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance, but the material financial risks described below will be borne by the borrower or obligor, as set forth in those legal documents.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies or authorities, such as the Issuer. Maturity dates for Fixed Rate Bonds will be fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Maturity dates, including the final maturity date, are subject to negotiation and will be reflected in the official statement. At each maturity, the scheduled principal or par amount of the Fixed Rate Bonds will have to be repaid.

Fixed Rate Bonds will pay fixed rates of interest typically semi-annually on scheduled payment dates, although some Fixed Rate Bonds may accrue interest to be paid at maturity. Such bonds are often referred to as capital appreciation or zero-coupon bonds. The interest rates to be paid on Fixed Rate Bonds may differ for each series or maturity date. The specific interest rates will be determined based on market conditions and investor demand and reflected in the official statement for the Fixed Rate Bonds. Fixed Rate Bonds with longer maturity dates will generally have interest rates that are greater than securities with shorter maturity dates.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows the Issuer, at its option, to redeem some or all of the Fixed Rate Bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds may be subject to optional redemption only after the passage of a specified period of time from the date of issuance, and upon payment of the redemption price set forth in the official statement for the Fixed Rate Bonds, which typically is equal to the par amount of the Fixed Rate Bonds being redeemed (plus accrued interest) but may include a redemption premium. The Issuer will be required to send out a notice of optional redemption to the holders of Fixed Rate Bonds, usually a certain period of time prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires the Issuer to redeem specified principal amounts of the Fixed Rate Bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the Fixed Rate Bonds to be redeemed. Fixed Rate Bonds may also be subject to extraordinary or mandatory redemption upon the occurrence of certain events, authorizing or requiring you to redeem the Fixed Income Bonds at their par amount (plus accrued interest).

Credit Enhancements. Fixed Rate Bonds may feature credit enhancements, such as an insurance policy provided by a municipal bond insurance company that guarantees the payment of principal of and interest on the bonds when due in the event of default. Other credit enhancements could include a letter of credit provided by a financial institution, or financial support from a state agency.

Tax Status. If Fixed Rate Bonds are intended to be tax-exempt, counsel will provide an opinion that interest on the Fixed Rate Bonds will be excluded from gross income for federal income tax purposes. Certain Fixed Rate Bonds may also be exempt from state personal income tax.

Some Fixed Rate Bonds (or a portion of those being issued) may be taxable, meaning that interest on the Fixed Rate Bonds will be included in gross income for federal income tax purposes.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The security for Fixed Rate Bonds will vary, depending on whether they are general obligation bonds, revenue bonds, conduit bonds or other types.

General Obligation Bonds

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

“Revenue bonds” are debt securities that are payable only from a specific source or sources of revenues that are generated from a particular enterprise or service you offer, such as water, electricity, sewer, health care, housing, transportation, toll roads and bridges, parking, parks and recreation fees, and stadiums and entertainment facilities. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants, license or user fees, or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors. Some revenue bonds may be backed by your full faith and credit or moral obligation. A moral obligation is a non-binding covenant by you to make a budget recommendation to your legislative body to appropriate moneys needed to make up any revenue shortfall in order to meet debt service obligations on the revenue bonds, but the legislative body is not legally obligated to make such appropriation.

Certain revenue bonds may be structured as certificates of participation, which are instruments evidencing a pro rata share in a specified pledged revenue stream, usually lease payments that are typically subject to annual appropriation. With certificates of participation, the lessor or party receiving payments assigns those payments to a trustee that distributes them to the certificate holders. Certificates of participation do not

constitute general obligation indebtedness of the issuer or municipality and are not backed by a municipality's full faith and credit or taxing power. Certificates of participation are payable solely from specific revenue sources.

Tax Increment or Tax Allocation Bonds

"Tax increment" or "tax allocation" bonds are a form of revenue bonds that are payable from the incremental increase in taxes realized from any appreciation in property values resulting from capital improvements benefitting the properties located in a particular location such as a tax incremental district. They are commonly used to redevelop, add infrastructure or otherwise improve a blighted, neglected or under-utilized area to encourage development in that area. Tax increment bonds may also be payable from increased sales taxes generated in a designated district. The proceeds of an issuance of tax increment or tax allocation bonds are typically applied to pay the costs of infrastructure and other capital improvements in the designated district. The incremental taxes or other revenues may not be sufficient to meet debt service obligations on the tax increment or tax allocation bonds. Some tax increment or tax allocation bonds may also be backed by an issuer's full faith and credit or moral obligation.

Conduit Bonds

Conduit revenue bonds may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the "borrower" or "obligor"). Industrial revenue bonds are a form of conduit revenue bonds. Conduit revenue bonds commonly are issued for not-for-profit hospitals, health care facilities, educational institutions, single and multi-family housing, airports, industrial or economic development projects, corporations, and student loan programs, among other borrowers or obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the borrower or obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the borrower or obligor defaults.

Charter School Bonds

Fixed Rate Bonds issued for the benefit of charter schools are a form of conduit revenue bonds. They are issued by a government entity acting as a conduit for the benefit of a charter school. The charter school is the borrower or obligor for the bonds. Principal and interest on charter school bonds normally are paid exclusively from revenues pledged by the charter school. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the charter school defaults.

Financial and Other Covenants

Issuers of Fixed Rate Bonds (and/or obligors) may be required to agree to certain financial and other covenants (such as debt service coverage ratios) that are designed to protect bond holders. Covenants are a form of additional security. The failure to continue to meet covenants may trigger an event of default or other adverse consequences to you and/or the obligor giving bond holders certain rights and remedies.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the Fixed Rate Bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the Bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following (generally, the borrower or obligor, rather than you, will bear these risks for conduit revenue bonds):

Issuer Default Risk

You (or the obligor) may be in default if the funds pledged to secure Fixed Rate Bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you (and/or the

obligor) and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds may be able to exercise a range of available remedies against you (or the obligor). For example, if Fixed Rate Bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the Fixed Rate Bonds are revenue bonds, you (or the obligor) may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your (or the obligor's) credit ratings and may effectively limit your (or the obligor's) ability to publicly offer bonds or other securities at market interest rate levels. Further, if you (or the obligor) are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you (or the obligor) may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you (or the obligor) are unable to comply with covenants or other provisions agreed to in connection with the issuance of the Fixed Rate Bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your (or the obligor's) ability to redeem Fixed Rate Bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you (or the obligor) may be unable to take advantage of the lower interest rates to reduce debt service. In addition, if Fixed Rate Bonds are subject to extraordinary or mandatory redemption, you (or the obligor) may be required to redeem the bonds at times that are disadvantageous.

Refinancing Risk

If your (or the obligor's) financing plan contemplates refinancing some or all of the Fixed Rate Bonds at maturity (for example, if there are term maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you (or the obligor) from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your (or the obligor's) ability to refund the Fixed Rate Bonds to take advantage of lower interest rates.

Reinvestment Risk

You (or the obligor) may have proceeds of the Fixed Rate Bonds to invest prior to the time that you (or the obligor) are able to spend those proceeds for the authorized purpose. Depending on market conditions, you (or the obligor) may not be able to invest those proceeds at or near the rate of interest that you (or the obligor) are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk (applicable if the Fixed Rate Bonds are tax-exempt bonds)

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS), and, if applicable, state tax laws. You (and the obligor) must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You (and the obligor) also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of the representations or a failure to comply with certain tax-related covenants may cause the interest on the Fixed Rate Bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you (or the obligor) pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you (or the obligor) or the Fixed Rate Bonds or your (or the obligor's) other bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the Fixed Rate Bonds are declared taxable, or if you (or the obligor) are subject to audit, the market price of the Fixed Rate Bonds and/or your (or the

obligor's) other bonds may be adversely affected. Further, your (or the obligor's) ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing Fixed Rate Bonds.

Continuing Disclosure Risk.

In connection with the issuance of Fixed Rate Bonds, you (and/or the obligor) may be subject to continuing disclosures which require dissemination of annual financial and operating information and notices of material events. Compliance with these continuing disclosure requirements is important and facilitates an orderly secondary market. Failure to comply with continuing disclosure requirements may affect the liquidity and marketability of the Fixed Rate Bonds, as well as your (and/or the obligor's) other outstanding securities. Because instances of material non-compliance with previous continuing disclosure requirements must be disclosed in an official statement, failure to comply with continuing disclosure requirements may also make it more difficult or expensive for you (or the obligor) to market and sell future bonds.