BROOKINGS COUNTY DETENTION CENTER
INMATE HOUSING CONTRACT

THIS AGREEMENT made and entered into this 3rd day of March, 2016, by and between the County of Brookings, State of South Dakota, hereinafter referred to as Brookings County, and the County of Lake, State of South Dakota, hereinafter referred to as the Contracting County.

WHEREAS Brookings County operates the Brookings County Detention Center, in the City of Brookings, South Dakota, a facility capable of housing and maintaining prisoners; and

WHEREAS the Contracting County desires to house and maintain certain prisoners at the Brookings County Detention Center; and

WHEREAS Brookings County and the Contracting County both desire to enter into a Contract whereby the Contracting County's female adult prisoners are housed and maintained at the Brookings County Detention Center, and the Contracting County's male adult prisoners may be housed and maintained at the Brookings County Detention Center if space is available and the Brookings County Detention Center approves acceptance of said male adult prisoners, pursuant to Chapter 24-11 of the South Dakota Codified laws;

NOW THEREFORE, Brookings County and the Contracting County, by and through their respective County Commissioners and Sheriffs, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

That Brookings County agrees to receive, house and maintain the female adult prisoners of the Contracting County pursuant to the terms of this Contract.

II.

That Brookings County agrees to receive, house and maintain male adult prisoners of the Contracting County if space is available and the Brookings County Detention Center approves acceptance of said male adult prisoners.

III.

In consideration therefore, the Contracting County agrees to pay to Brookings County the sum of **Sixty-five ($65.00)** per prisoner-day for each inmate Brookings County houses and maintains as a prisoner for the Contracting County. In addition thereto, the Contracting County shall pay for the medical and legal expenses of the Contracting County's prisoners, and for any expenses over and above the normal operating costs of the Brookings County Detention Center engendered by the requirement of any increased security necessary because of a prisoner of the Contracting County.

IV.

The Brookings County Sheriff shall prepare and submit a voucher to the Contracting County setting forth the prisoner-day costs, as well as the other expenses, regarding the housing

and maintaining of prisoners for the Contracting County. The Contracting County shall pay the sum due to Brookings County monthly.

V.

Brookings County and the Brookings County Sheriff's Office reserve the right to refuse to house and maintain any prisoner for health reasons or based upon the physical capacity limitations of the Brookings County Detention Center taking into consideration the requirements of Brookings County.

VI.

"Medical Expenses" includes but are not limited to expenses for doctors, medicine, dentists, clinics and hospitals.

"Prisoner-day" means any period of time, however short, of any calendar day.

"Prisoner" is limited to criminal defendants and does not include mental patients.

VII.

The transportation of prisoners is the responsibility of the Contracting County.

VIII.

All prisoners of the Contracting County and accepted by Brookings County will be housed and kept at the Brookings County Detention Center in accordance with the Rules and Regulations of said Detention Center as set forth in the pamphlet entitled *"Rules and Regulations for the Brookings County Detention Center"*, a copy of which is hereby acknowledged to have been received by the Sheriff of the Contracting County.

IX.

The Contracting County agrees to indemnify and hold harmless Brookings County, the Brookings County Sheriff, and any officer, agent, or employee of the Brookings County Sheriff's Office and Brookings County for any lawsuits or claims arising out of the housing and maintaining of the prisoners of the Contracting County at the Brookings County Detention Center, with the exception of lawsuits or claims based upon the willful or negligent conduct of the officers, agents, or employees of the Brookings County Sheriff's Office.

X.

The term of this contract shall be twelve (12) months, commencing on the 1st day of January, 2016, and ending on the 31st day of December, 2016.

XI.

Either County which is a party hereto may rescind and cancel all obligations under this Contract by giving the Board of County Commissioners and the Sheriff of the other County **thirty (30) days** written notice of their intention to rescind and cancel the contract.

Dated this **3rd** day of **March, 2016**.

County of Brookings
State of South Dakota

_____
Chairperson, Brookings County Commissioners

ATTEST:

_____
Brookings County Finance Officer

_____
Brookings County Sheriff

County of Lake
State of South Dakota

_____
Chairperson, Lake County Commissioners

ATTEST:

_____
Lake County Auditor

_____
Lake County Sheriff