

Minnehaha County Jail Bed
Per Diem Contract

THIS AGREEMENT made and entered into this 1st day of November 2016 by and between the County of Minnehaha, State of South Dakota, hereinafter referred to as Minnehaha County, and the County of Brookings, State of South Dakota, hereinafter referred to as the Contracting County.

WHEREAS the Minnehaha County Sheriff's Office operates the Minnehaha County Jail and Community Corrections Center, in the City of Sioux Falls, South Dakota, facilities capable of housing and maintaining prisoners; and

WHEREAS the Contracting County desires to house and maintain its prisoners at the Minnehaha County Jail and the Community Corrections Center; and

WHEREAS Minnehaha County and the Contracting County both desire to enter into a contract whereby the Contracting County's prisoners are housed and maintained at both the Minnehaha County Jail and Community Corrections Center pursuant to Chapter 24-11 of the South Dakota Codified laws;

NOW THEREFORE, Minnehaha 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 agrees as follows:

I.

That Minnehaha County agrees to receive, house, and maintain the prisoners of the Contracting County pursuant to the terms of the Contract. Minnehaha County will not house juveniles in the Minnehaha County Jail or Community Corrections Center.

II.

In consideration therefore, the Contracting County agrees to pay to Minnehaha County the sum of ninety three dollars and forty three cents (\$93.43) per prisoner-day for inmates housed by Minnehaha County in other than a work release status. The Contracting County agrees to pay Minnehaha County the sum of thirty-five dollars (\$35.00) per prisoner-day for inmates housed in a work release status by Minnehaha County. The Contracting County agrees to pay Minnehaha County the sum fifteen dollars (\$15.00) per prisoner-day for inmates who qualify to participate in Minnehaha County's Electronic Monitoring Work Release Program. To qualify inmates must have Electronic Monitoring authorized by their sentencing judge and live/work within the geographic limitations established by Minnehaha County.

In addition thereto, the Contracting County will pay for the medical and legal expenses of the Contracting County's prisoners, and for any and all costs at the Minnehaha County Jail or Community Corrections Center that are engendered by the need for increased security due to the

presence of Contracting County's prisoners in either facility.

When prisoners of the Contracting County are housed by Minnehaha County under a work release status or Electronic Monitoring Work Release status, Minnehaha County will be responsible for collecting, in advance, the work release or EM payment from the Contracting County's inmate. If the Contracting County's inmate violates the rules of the either work release program and the inmate is suspended or terminated from the program the daily bed rate for housing the prisoner will be billed to the contracting county.

Prisoners from the Contracting County will not be charged by Minnehaha County for room and board co-payments. If the Contracting County wishes to charge its prisoners for room and board, and other expenses, it is the Contracting County's responsibility to collect such payments.

III.

The Minnehaha County Sheriff will 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 will pay the sums due to Minnehaha County monthly.

IV.

Minnehaha County and the Minnehaha County Sheriff's Office reserve the right to refuse to house and maintain any prisoner at any time.

V.

"Medical Expenses" include but are not limited to expenses for doctors, medicine, dentists, optometric services, psychiatric services, chemical dependency treatment services, clinics, and hospitals.

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

"Prisoner" includes all persons held within the Minnehaha County Jail regardless of their status as criminal defendant, or civil hold.

VI.

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

VII.

All prisoners of the Contracting County will be housed and kept at Minnehaha County Jail or Community Corrections Center in accordance with the Rules and Regulations of said facilities as set forth in the pamphlet entitled "Minnehaha County Inmate Guidebook" for the Minnehaha County Jail and Community Corrections Center. Each Contracting County will provide the Minnehaha County

Jail with written proof that the inmate housed in our facility has had their case reviewed by a Judge within 48 hours of the initial arrest for that inmate who has been arrested for some warrantless arrest, in accordance with the United States Supreme Court Decisions, County of Riverside V. McLaughlin.

VIII.

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

IX.

Term of this contract will be Fourteen (14) months, commencing the 1st day of November, 2016 and ending the 31st day of December, 2017.

X.

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

County of Minnehaha
State of South Dakota



Vice Chairman, Minnehaha County
Board of Commissioners

County of Brookings
State of South Dakota

Chairman, Brookings
Board of Commissioners

Attest: Bob Litz
Auditor



Deputy Auditor

Brookings County Auditor



Minnehaha County Sheriff

Brookings County Sheriff