



ROBERTS COUNTY SHERIFF'S OFFICE

11924 BIA Hwy 700, Sisseton, SD | PO Box 937

The Office of Sheriff Tyler Appel



FAIRNESS

INTEGRITY

RESPECT

EXCELLENCE

2026 ROBERTS COUNTY JAIL BED PER DIEM CONTRACT

THIS AGREEMENT made and entered in to this ____ day of _____, 2025, by and between the County of Roberts, a political subdivision of the State of South Dakota, hereinafter referred to as "Roberts County," and the County of Brockings herein after referred to as, "Contracting County."

The Roberts County Sheriff's Office currently operates the Roberts County Jail, in the City of Sisseton, State of South Dakota, which is capable of housing and maintaining prisoners.

Contracting County desires to house and maintain its prisoners at the Roberts County Jail.

Roberts County and Contracting County both desire to enter into a contract whereby Contracting County's prisoners are housed and maintained at the Roberts County Jail pursuant to SDCL 24-11-4.

Roberts County and 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. DEFINITIONS

The term "*Medical Expenses*" includes, but is not limited to, expenses for doctors, medicine, dentist, optometric services, psychiatric services, chemical dependency services, clinics, and hospitals.

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

The term "*Prisoner*" means any adult person detained involuntarily, regardless of his or her status as a criminal defendant, or a detainee pursuant to a civil hold, but does not include juveniles.

The term "*Juvenile*" means a person who has not attained their eighteenth birthday.

II. RESPONSIBILITIES OF THE PARTIES

Roberts County Responsibilities. Roberts County agrees to receive, house, and maintain the prisoners of Contracting County pursuant to the terms of this Contract.

Contracting County Responsibilities. Contracting County agrees to pay to Roberts County the sum of:

- One hundred and Twenty (\$120.00) per prisoner-day for adult prisoners housed by Roberts County.
- Four hundred and Fifteen dollars (415.00) per prisoner-day for juvenile prisoners housed by Roberts County.

A. *Medical and Other Expenses.* Contracting County agrees to pay for the medical and legal expenses of Contracting County's prisoners, and for any and all costs that are engendered by the need for increased security due to the presence of Contracting County's prisoners. Contracting County is responsible for all costs incurred by Roberts County or the Roberts County Sheriff's Office for

responsible for all costs incurred by Roberts County or the Roberts County Sheriff's Office for transporting Contracting County's prisoners to local medical facilities. Contracting County shall be responsible for furnishing a guard for any of its prisoners admitted to the local hospital if the Roberts County Sheriff deems it necessary.

- B. *Room and Board Co-Payments.* Prisoners from Contracting County will not be charged by Roberts County for room and board co-payments. If Contracting County wishes to charge its prisoners for room and board, it is the Contracting County's responsibility to collect such payments.

Electronic Monitoring. When prisoners of Contracting County are housed by Roberts County under the Electronic Monitoring ("EM") Program, Roberts County will be responsible for collecting, in advance, the payment from the Contracting County's prisoner. If Contracting County's prisoner violates the rules of the EM Program, and the prisoner is suspended or terminated from the EM Program and incarcerated by Roberts County, Contracting County agrees to pay the aforementioned prisoner-day rate of one hundred and twenty dollars (\$120.00)

III. TERMS OF PAYMENT

The Roberts County Sheriff will prepare and submit a voucher to Contracting County setting for the prisoner-day costs, as well as the other expense regarding the housing and maintaining of prisoners for Contracting County. Contracting County will pay the sums due to Roberts County Monthly.

IV. DISCRETION TO REFUSE PRISONERS

Roberts County and the Roberts County Sheriff's Office reserve the right to refuse to house and maintain any prisoner at any time. The Contracting County agrees to remove said prisoner within twenty-four (24) hours of notification of removal by the Roberts County Sheriff's Office. Roberts County agrees to release Contracting County's prisoners within two days of receiving such a request from Contracting County.

V. TRANSPORTATION OF PRISONERS

The transportation of prisoners is the responsibility of Contracting County. Contracting County shall bear all costs associated with the transportation of its prisoners.

VI. APPLICABLE RULES AND REGULATIONS

All prisoners of Contracting County will be housed and kept at Roberts County Jail in accordance with the Rules and Regulations of said facility.

Contracting County agrees to provide Roberts County Jail with a written Judgment of Conviction, prior to a post-conviction prisoner commencing his/her sentence in the Roberts County Jail, or as soon thereafter as one can be obtained. In the event a Judgment of Conviction is not available at the time of booking, temporary approval may be granted by the Roberts County Sheriff prior to the admission of the prisoner.

Contracting County agrees that a signed copy of an arrest warrant will be provided to the Roberts County Jail when prisoner is brought to the jail after being arrested under such warrant. Contracting County further agrees that it will provide the Roberts County Jail with written proof that the prisoner housed in the Roberts County Jail has had his/her case reviewed by a judge within 48 hours of the initial arrest, in the event the arrest was a warrantless one.

VII. INDEMNIFICATION

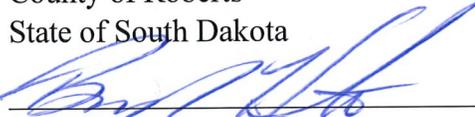
Contracting County agrees to indemnify and hold harmless Roberts County, the Roberts County Sheriff's Office, and any other officer, agent, or employee of the Roberts County Sheriff's Office or Roberts County, from any lawsuits, claims, demands, or liabilities that may arise as a result of performing services under this contract, to the extent that liability coverage applies, provided that nothing herein shall require Contracting County to indemnify Roberts County for lawsuits, claims, demands, or liabilities based upon the willful or negligent conduct of the officers, agents, or employees of the Roberts County Sheriff's Office or Roberts County.

VIII. TERM AND TERMINATION

Term. Term of this contract will be twelve (12) months, commencing the 1st day of Jan, 2026, and ending the 31st day of December, 2026.

Termination. Either County which is a party to this contract 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 request.

County of Roberts
State of South Dakota



Chairman, Roberts County
Board of Commissioners

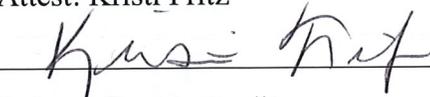
Date


Sheriff

Roberts County South Dakota

Date 12/1/2025

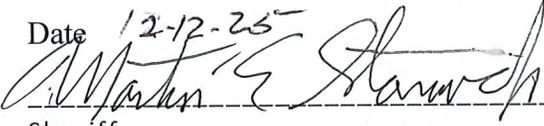
Attest: Kristi Fritz



Roberts County Auditor

County of Brookings

Chairman, Brookings County
Board of Commissioners

Date 12-12-25


Sheriff

Brookings County South Dakota

Date

Auditor Brookings County