

HUGHES COUNTY CONTRACT FOR JSC SERVICES
HUGHES COUNTY SHERIFF

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 1st day of January, 2025, by and between Hughes County, South Dakota and **Brule County** South Dakota, a contracting county with the Hughes County JSC.

Hughes County agrees to provide services to Brule County for the safekeeping, care and subsistence of juvenile person age (10-17) held under the authority of Brule County for the violation of South Dakota statutes or Brule County ordinances and is responsible for all prisoners arrested in Brule County and housed in the Hughes County JSC. For purposes of this contract, all persons arrested in Brule County by any law enforcement officer is a Brule County prisoner. The services provided shall be at the Hughes County JSC facility located in the city of Pierre, South Dakota.

The term of the agreement shall be for a period of one year commencing **January 1, 2025** and ending **December 31, 2025**.

For and in consideration of the services to be so provided by Hughes County, Brule County agrees to pay for the services at the following rate:

Four Hundred and Twenty Dollars (\$420.00) per calendar day or portion of, for each prisoner housed in the Hughes County JSC.

The aforesaid rate shall include all services provided by the Hughes County JSC to state prisoners. The rate shall not include the payment for medical, dental and/or optometry services needed by Brule County prisoners. Any and all medical, dental and/or optometry services needed by such prisoners shall be paid for by Brule County provided the prisoner is unable to pay for such services for themselves, or that there is no other public program or private source obligated to make such payment. In any event, the obligation of ultimate payment for medical, dental or optometry services shall not fall upon Hughes County.

The daily rate also shall not include payment for supervision of inmates in connection with court appearances. Hughes County shall not be responsible for the transporting of prisoners of Brule County for Court appearances and shall not be responsible for scheduling court appearances or supervising said prisoners in connection with such appearances or any other appearances. In the event that Brule County fails or refuses to provide such transportation, supervision or desires Hughes County to perform the transportation, supervision, Brule County shall pay Hughes County \$25.00 per hour plus all necessary expenses incident to the transportation or supervision provided for each prisoner transported or taken to court. Brule County is responsible for all prisoners arrested in Brule County and housed in the Hughes County JSC. All Brule County prisoners are subject to the JSC Policy and Procedures of the Hughes County. The Hughes County JSC does not have a Work Release program or special housing facilities for individuals released by the court under special circumstances. The Hughes County JSC will not supervise house arrest or furloughs granted by the court for Brule County prisoners. Prisoners requiring special housing will be transported by Brule County to facilities with special housing units to comply with court provisions. Hughes County reserves the right to refuse to accept any prisoner from Brule County that requires housing or services not available in the Hughes County JSC.

Hughes County reserves the right to refuse to accept any prisoner from Brule County requiring emergency medical, dental or optometry attention. The officer or deputy presenting the prisoner for detention shall be responsible for obtaining emergency medical, dental or optometry treatment **prior** to the prisoner being accepted at the Hughes County JSC.

HUGHES COUNTY CONTRACT FOR JSC SERVICES HUGHES COUNTY SHERIFF

Hughes County shall be and hereby is authorized by Brule County to obtain emergency medical treatment for any Brule County prisoner in detention without the prior approval of Brule County authorities. Hughes County, however, shall obtain authorization from the Brule County Sheriff, as head of the Brule County Law Enforcement, before any prisoner of Brule County receives non-emergency medical, dental, and/or optometry treatment.

Any and all emergency and non-emergency medical, dental and/or optometry services needed by Brule County prisoners shall be paid for by Brule Co. The Hughes County JSC will use the contract medical service provider whenever possible for non-emergency care and Brule County shall be charged the regular rate of \$20.00 per visit to the Medical Professional for routine regularly scheduled medical visits. Brule County shall be responsible for all prescription and non-prescription drugs ordered by the Medical professional for the Brule County prisoner.

Hughes County shall not be responsible for the transportation/supervision of any Brule County prisoner that is required to be hospitalized. If Brule County desires Hughes County to provide the necessary supervision for Brule County prisoners who are hospitalized for any reason, Brule County shall pay Hughes County \$45.00 per hour per officer plus any and all expenses incident to the supervision provided.

Hughes County reserves the right to refuse to provide services to Brule County for the safe keeping, care and subsistence of any Brule County prisoner, who in the opinion of the Hughes County Sheriff or JSC Administrator, is a threat to the health, safety or welfare of the staff at the Hughes County JSC or who is a threat to the security of the JSC. When and if Hughes County exercises its right to refuse to provide such services to any Brule County prisoner, Brule County shall be responsible for providing such services for the prisoner at a different facility.

No prisoner delivered and accepted at the Hughes County JSC by Brule County shall be released pursuant to this section unless Brule County Law Enforcement or designee, has received telephone notice of the decision to deny services and alternative arrangements have been made. Should Hughes County be required to add additional personnel to supervise said prisoner while other arrangements for the prisoner are being made, Brule County shall reimburse Hughes County at the rate of \$45.00 per hour per officer.

The Hughes County JSC is **not** a mental or medical health facility and does not have staff available for mental health detainees. The Hughes County JSC will not be used for mental health detainees for Brule, except in special cases when approved by the Sheriff or JSC Administrator in advance. The JSC will only house a mental health detainee for a maximum of 24 hours if the subject is accepted into JSC. If the inmate is brought to the Hughes County JSC, additional staff may be required and Brule County will be billed for all hours that the additional staff may be required at \$45.00 per hour in addition to the daily JSC rate.

The care and treatment of the prisoners placed in custody at the Hughes County JSC by Brule County shall be alike and similar to State/County prisoners held in the JSC, or Federal Prisoners being held pursuant to the contract by Hughes County with the United States Marshal Service and United States Department of Justice, Bureau of Prisons.

Hughes County shall keep and maintain liability insurance to cover all operations at the Hughes County JSC while this contract is in force and effect.

HUGHES COUNTY CONTRACT FOR JSC SERVICES HUGHES COUNTY SHERIFF

Hughes County offers this contract to Brule County with the understanding that the Hughes County JSC will accept prisoners **when space is available** to house the same in the appropriate areas of the JSC. In the event that the Hughes County JSC reaches near capacity, the JSC Administrator will give notice to the Sheriff of Brule County that prisoner(s) will have to be transported to another facility as soon as possible, but no longer than 72 hours from the time of notice. Members of the Regional JSC compact will be given priority for housing of prisoners.

Hughes County **reserves the right to refuse** to accept prisoners when the correct paperwork as required by the JSC is not provided at time of the arrest. Prisoners **sentenced** to JSC by a magistrate/judge will be accepted with the understanding that Brule County Sheriff shall ensure that the necessary paperwork is forwarded to the jail within 24 hours or sooner if necessary.

Either party to this Agreement may terminate the same by providing written notice to the other party within thirty (30) days of their intention to do so.

Payment for the charges incurred by Brule County shall be made on a monthly basis upon approved vouchers furnished by Brule County to the Hughes County Auditor.

Dated this 21 day of November, 2024.

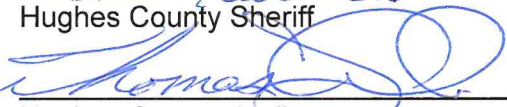
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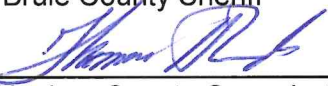
Hughes County Sheriff



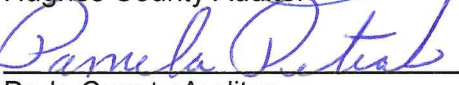
Brule County Sheriff



Hughes County Auditor



Hughes County Commission Chairman



Brule County Auditor



Brule County Commission Chairman

