

HUGHES COUNTY CONTRACT FOR JAIL 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 **Walworth County** South Dakota, a contracting county with the Hughes County JSC.

Hughes County agrees to provide services to **Walworth** County for the safekeeping, care and subsistence of juvenile persons age (10-17) held under the authority of Mellette County for the violation of South Dakota statutes or **Walworth** County ordinances and is responsible for all prisoners arrested in **Walworth** County and housed in the Hughes County JSC. For purposes of this contract, all persons arrested in Walworth County by any law enforcement officer is a **Walworth** 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, **Mellette** 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 **Walworth** County prisoners. Any and all medical, dental and/or optometry services needed by such prisoners shall be paid for by **Walworth** 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 **Walworth** 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 **Walworth** County fails or refuses to provide such transportation, supervision or desires Hughes County to perform the transportation, supervision, **Walworth** County shall pay Hughes County \$25.00 per hour plus all necessary expense's incident to the transportation or supervision provided for each prisoner transported or taken to court **Walworth** County is responsible for all prisoners arrested in **Walworth** County and housed in the Hughes County JSC. All **Walworth** County prisoners are subject to the Jail 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 **Walworth** County prisoners. Prisoners requiring special housing will be transported by **Walworth** County to facilities with special housing units to comply with court provisions. Hughes County reserves the right to refuse to accept any prisoner from **Walworth** 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 **Walworth** 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.

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Hughes County shall be and hereby is authorized by Walworth County to obtain emergency medical treatment for any **Walworth** County prisoner in detention without the prior approval of Mellette County authorities. Hughes County, however, shall obtain authorization from the **Walworth** County Sheriff, as head of the Mellette County Law Enforcement, before any prisoner of **Walworth** 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 **Walworth** County prisoners shall be paid for by **Walworth**. The Hughes County JSC will use the contract medical service provider whenever possible for non-emergency care and **Walworth** County shall be charged the regular rate of \$20.00 per visit to the Medical Professional for routine regularly scheduled medical visits. **Walworth** County shall be responsible for all prescription and non-prescription drugs ordered by the Medical professional for the **Walworth** County prisoner.

Hughes County shall not be responsible for the transportation/supervision of any **Walworth** County prisoner that is required to be hospitalized. If **Walworth** County desires Hughes County to provide the necessary supervision for **Walworth** County prisoners who are hospitalized for any reason **Walworth** 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 **Walworth** County for the safe keeping, care and subsistence of any **Walworth** 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 **Walworth** County prisoner, **Walworth** 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 **Walworth** County shall be released pursuant to this section unless **Walworth** 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, **Walworth** 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 Mellette, 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 **Walworth** County will be billed for all hours that the additional staff may be required at \$45.00 per hour in addition to the daily jail rate.

The care and treatment of the prisoners placed in custody at the Hughes County JSC by **Walworth** 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.

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Hughes County offers this contract to **Walworth** 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 jail. In the event that the Hughes County JSC reaches near capacity, the JSC Administrator will give notice to the Sheriff of **Walworth** County that prisoner(s) will have to be trans-ported 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 **Walworth** 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.
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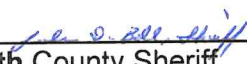
Payment for the charges incurred by **Walworth** County shall be made on a monthly basis upon approved vouchers furnished by **Walworth** County to the Hughes County Auditor.

Dated this 7th day of November, 2024.

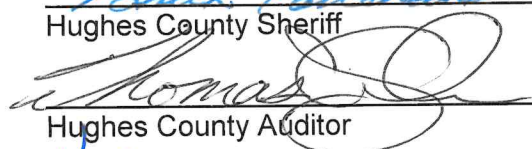
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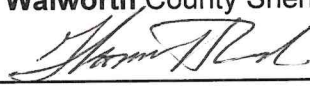
Hughes County Sheriff



Walworth County Sheriff



Hughes County Auditor



Hughes County Commission Chairman



Walworth County Auditor



Walworth County Commission Chairman