

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 Jail.

Hughes County agrees to provide services to Walworth County for the safekeeping, care and subsistence of adult persons (that is persons 18 years of age or older) held under the authority of Walworth 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 Jail. 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 Jail 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 provided by Hughes County, Walworth County agrees to pay for the services at the following rate:

One Hundred Five dollars (\$105.00) per calendar day or portion of, for each prisoner housed in the Hughes County Jail.

The aforesaid rate shall include all services provided by the Hughes County Jail to county 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 him/ herself, 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 be the responsibility of 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 \$45.00 per hour plus all necessary expenses 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 Jail. All Walworth County prisoners are subject to the Jail Policy and Procedures of the Hughes County Jail. The Hughes County Jail does not have a work release program or special housing facilities for individuals released by the court under special circumstances. The Hughes County Jail 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 Jail.

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 Jail.

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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 Walworth County authorities. Hughes County, however, shall obtain authorization from the Walworth County Sheriff, as head of the Walworth 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 County. The Hughes County Jail will use the jail's medical service provider whenever possible for non-emergency care. 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 Jail Administrator, is a threat to the health, safety or welfare of the staff at the Hughes County Jail or who is a threat to the security of the jail. Should Hughes County exercise 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 Jail 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 Jail is **not** a mental or medical health facility and does not have staff available for mental health detainees. The Hughes County Jail will not be used for mental health detainees for Walworth County except in special cases when approved by the Sheriff or Jail Administrator in advance. The jail will only house a mental health detainee for a maximum of 24 hours if the subject is accepted into jail. If the inmate is brought to the Hughes County Jail, 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 Jail by Walworth County shall be alike and similar to State/County prisoners held in the jail, 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 Jail 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 Jail 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 Jail reaches near capacity, the Jail Administrator will give notice to the Sheriff of Walworth 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.

Hughes County **reserves the right to refuse** to accept prisoners when the correct paperwork as required by the jail is not provided at time of the arrest. Prisoners **sentenced** to jail 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.

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.


ATTEST:



Hughes County Sheriff



Walworth County Sheriff



Hughes County Auditor



Hughes County Commission Chairman



Walworth County Auditor



Walworth County Commission Chairman