



AGREEMENT

This Agreement made and entered into the 1st day of January, 2026 by and between Beadle County, a public corporation hereinafter referred to as "Beadle County", and the County and or City and or agency of Buffalo County, hereinafter referred to as the Contracting Entity.

WHEREAS, Beadle County has a facility known as the Beadle County Juvenile Detention Center, located behind the Beadle County Courthouse, Huron, South Dakota, which facilities are used by Beadle County as custodial facilities for Beadle County Juvenile prisoners and detainees, and other counties within the region.

WHEREAS, the Contracting Entity desire to house and maintain its prisoners and detainees at the Beadle County Juvenile Detention Center; and,

WHEREAS, Beadle County and the Contracting Entity both desire to enter into a contract whereby the Contracting Entities prisoners and detainees are housed and maintained at the Beadle County Juvenile Detention Center pursuant to Chapter 24-11 of the South Dakota Codified Laws;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto mutually agree as follows:

I.

That Beadle County shall charge the Contracting Entity Three Hundred Twenty Five Dollars (\$325.00) per day for providing custodial facilities for prisoners transferred to Beadle County by the Contracting Entity said cost includes the providing by Beadle County of meals, lodging, laundry, access to mental health and other services as deemed appropriate.

II.

That the Contracting Entity agrees to incur and be responsible for the medical costs of all Prisoners or individuals forwarded to the Beadle County Juvenile Detention Center.

III.

That the Contracting Entity herein agrees to assume all responsibility for transporting prisoners to the Beadle County Juvenile Detention Center at its expense, and to provide transportation for prisoners to and from Court at its expense. Contracting Entity further agrees to assume responsibility for making suitable arrangements for Bond or release from Beadle County Juvenile Detention Center of those prisoners of Contracting Entity held by Beadle County. Contracting Entity further agrees and understands that it is the responsibility of Contracting Entity to know when its prisoners held in the Beadle County Juvenile Detention Center are to be in court.

IV.

That the Contracting Entity herein further agrees that all prisoners and detainees of Contracting Entity in the Beadle County Juvenile Detention Center are subject to the Detention Center Policy and Procedures Manual of Beadle County and any and all State standards that may be forthcoming from the South Dakota Legislature or other authorized committee or agency of the State of South Dakota.

V.

That the Contracting Entity fully agrees and understands that Beadle County may refuse to take any prisoner or detainee of Contracting Entity at the sole discretion of Beadle County.

VI.

That the Contracting Entity agrees to indemnify Beadle County and hold Beadle County Harmless from all claims, demand, or judgment against Beadle County by prisoners or detainees held for Contracting Entity for all claims, demands or judgment for allegations of but not limited to the following: false arrest, false detention. Contracting Entity also agrees to pay all legal costs in defense of Beadle County as a result of litigation against Beadle County by prisoners or detainees of Contracting Entity for the above claims, demands or judgment.

Beadle County agrees to assume all liability for any claims resulting from negligent hiring of jail personnel or the negligence of any of its employees in the care for prisoners or detainees of Contracting Entity and shall hold Contracting Entity harmless thereon.

VII.

That the parties to this agreement herein fully agree that Beadle County may cancel this agreement by giving thirty (30) days notice to the Auditor of Contracting Entity. Said notice shall be certified or registered mail. Contracting Entity herein agrees it shall have no claim or claims of any kind or any nature against Beadle County for Beadle County's cancellation of this agreement. Contracting Entity further agrees that should Beadle County decide by action of the County commissioners of Beadle County to alter terms and conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be made known to Contracting Entity by certified or registered mail to the County Auditor of Contracting Entity. Contracting Entity herein agrees and understands that said altercation or change in this written contract shall commence and take full force and effect thirty (30) days after notice is received by Contracting Entity unless other agreement is reached between parties to this agreement.

This contract shall be effective January 1, 2026 and will terminate on December 31, 2026.

IN WITNESS HEREOF, the parties hereto have placed their hands and seals by the signature of the duly authorized officers.

Date _____
COUNTY OF BEADLE

BY: _____
Chairman of the Board

ATTEST: _____
Beadle County Auditor

Date _____
COUNTY OF BUFFALO

BY: _____
Chairman of the Board

ATTEST: _____
Buffalo County Auditor