



This Agreement made and entered into this 1st day of January 2026, by and between Beadle County, a public corporation hereinafter referred to as "Beadle County," and Buffalo County, a public corporation, hereinafter referred to as "Buffalo County," witnesseth:

Whereas, Beadle County has a facility known as the Regional Correctional Center, located at 455 4<sup>th</sup> St. SW, Huron, South Dakota, which facilities are used by Beadle County as custodial facilities for Beadle County prisoners, and other counties within the region, which includes Buffalo County.

Now, therefore, in consideration of the premises and the covenants herein contained, the parties here to mutually agree as follows:

- I. That Beadle County agrees to receive, house and maintain the prisoners of the Contracting County.
- II. In consideration therefore the Contracting County agrees to pay Beadle County the sum of **One Hundred Five Dollars (\$105.00) per prisoner-day, or any part thereof, for each prisoner- day that Beadle County houses and maintains a prisoner for the Contracting County.** "Prisoner-day means any period of time, however short, of any calendar year. Any inmate awaiting extradition will be charged at the rate of \$105.00 per day to the arresting agency. If Work or School Release is allowed, the contracting County shall be responsible for collecting the prisoner-day fee from their prisoners. Beadle County will only collect the work release fee from the inmate.

This \$105.00 a day fee would include any illegal "Aliens" housed at Beadle County Correctional Center. The arresting agency is responsible for all medical, translator and room and board fees until ICE takes physical custody of that said prisoner.

- In addition thereto the Contracting County shall pay for the medical and legal expenses regarding its prisoners as outlined in statute. Also, the Contracting County shall be responsible for any expenses over and above the normal operating costs of the Beadle County Jail incurred by the requirement of any increased security necessary because of a prisoner of the Contracting County.
- III. Beadle County shall prepare and submit a voucher to the Contracting County setting forth the prisoner-day costs, as well as other expenses, regarding the housing and maintaining of prisoners, for the Contracting County. The Contracting County shall pay the sum due to Beadle County within 30 days of receipt of the statement.
  - IV. Beadle County will reserve the right to refuse to house and maintain any prisoner from the Contracting County, for any reason: or after acceptance of the prisoner, to refuse to continue to house and maintain said prisoner.

The Contracting County will agree to remove said prisoner within eight (8) hours of notification by the Beadle County Sheriff's Office/failure to do so will be a breach of contract and Beadle County will pursue alternative action against the contracting county.

This contract does not bind the Contracting County in any way to house all of the Contracting County's prisoners within Beadle County.

"Prisoner" is limited to adult criminal defendants and does not include "mental holds"

- V. "Medical Expenses" included but are not limited to expenses for doctors, medicine, dentists, clinics and hospitals.
- VI. The cost incurred by the Beadle County Jail for transporting Contracting County's prisoners to local medical facilities will be billed to Contracting County. The Contracting County will be responsible for furnishing a guard for any prisoner admitted to the local hospital if it is deemed security is needed.

All prisoner transports to other facilities is the responsibility of the Contracting County. The Beadle County Sheriff's Office may transport Contracting County's Prisoners, to other facilities, as requested, at the discretion of the Sheriff. The Contracting County will be charged the sum of sixty (\$60.00) minimum per hour per prisoner for a local trip. This would be for counseling visits, Hospital or Doctor or Dentist visits etc.

- VII. All prisoners of the Contracting County will be housed and kept at the Beadle County Jail in accordance with the Beadle County Jail, Policy and Procedures Manual. A copy of the manual will be available for inspection at the Beadle County Jail.

Each inmate will be issued a manual of the rules and regulations of the Beadle County Jail entitled "Beadle County Inmate Handbook", a copy of which will be provided to the Contracting County at their request.

The term of this contract shall be effective the 1<sup>st</sup> day of January, 2026 and ending the 31<sup>st</sup> day of December 2026.

This contract may be terminated by either Beadle County or the Contracting County by providing (30) days written notice of it's intention to terminate the Contract by delivering the Notice to the Sheriff.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

County of Beadle  
State of South Dakota

County of Buffalo  
State of South Dakota

\_\_\_\_\_  
Chairman, Beadle County  
Board of Commissioners:

\_\_\_\_\_  
Chairman, Buffalo County  
Board of Commissioners:

ATTEST:

ATTEST:

\_\_\_\_\_  
Beadle County Auditor

\_\_\_\_\_  
Auditor Buffalo County

\_\_\_\_\_  
Sheriff of Beadle County

  
\_\_\_\_\_  
Sheriff Buffalo County