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Sarina Talich, Sheriff 200 East Center St. Madison, SD 57042-0386
Office 605-256-7615 Jail 605-256-5044 Fax 605-257-7617

LAKE COUNTY SHERIFF'S OFFICE INMATE HOUSING CONTRACT

THIS AGREEMENT, made and entered into this 1st day of January 2026, by and between the County of Lake, State of South Dakota, hereinafter referred to as Lake County, and Moody County, State of South Dakota, hereinafter referred to as Moody County.

WHEREAS Lake County operates the Lake County Jail, in the City of Madison, South Dakota, a facility capable of housing and maintaining prisoners; and

WHEREAS Moody County desires to house and maintain its prisoners at the Lake County Jail; and

WHEREAS Lake County and Moody County both desire to enter into a Contract whereby Moody County's prisoners are housed and maintained at the Lake County Jail;

NOW THEREFORE, Lake County and Moody County, by and through their respective Commissions, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I.

Lake County agrees to receive, house and maintain the prisoners of Moody County pursuant to the terms of this Contract.

II.

In consideration therefore, Moody County agrees to pay to Lake County the sum of **ninety-five dollars (\$95.00)** per prisoner-day, for each inmate Lake County houses and maintains as a prisoner for Moody County. In addition, thereto, Moody County must pay for the medical and legal expenses regarding its prisoners and for any expenses over and above the normal operating costs of the Lake County Jail engendered by the requirement of any increased security necessary because of a prisoner of Moody County.

Should Lake County Sheriff's Office staff transport prisoner of Moody County to any medical appointment, they shall pay **Thirty dollars (\$30.00)** per hour for costs associated with transport and time of the officer.

If Work or School Release is authorized, it is at the prisoner's own expense, and the prisoner must qualify under the terms and conditions of the Lake County Jail. If the prisoner qualifies and chooses to participate in work or school release, the prisoner must pay to Lake County the sum of **thirty-five dollars (\$35.00)** per prisoner-day. Moody County is not financially responsible for the **ninety-five dollars (\$95.00)** housing cost for any inmate who is participating in work or school release, but would still be financially responsible for the medical

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and legal expenses regarding its prisoners and for any expenses over and above the normal operating costs of the Lake County Jail engendered by the requirement of any increased security necessary because of a prisoner of Moody County. If the prisoner fails to qualify, chooses not to participate, or fails to pay to Lake County the required **thirty-five dollars (\$35.00)** per prisoner-day for work or school release, Moody County would be financially responsible for the **ninety-five dollars (\$95.00)** per prisoner-day housing cost.

Lake County also participates in House Arrest Program. Moody County, if ordered by the judge, shall pay Lake County **Thirty-Five Dollars (\$35.00)** per day while the client is on the program.

If an inmate is ordered to be placed on house arrest per conditions and ordered to pay Lake County the costs associated, those costs will be assessed at **eight dollars (\$8.00)** per day.

III.

The Lake County Sheriff will prepare and submit a voucher to Moody County setting forth the prisoner-day costs, as well as the other expenses, regarding the housing and maintaining of prisoners for Moody County. Moody County must pay the sum due to Lake County monthly.

IV.

Lake County and the Lake County Sheriff's Office reserve the right to refuse to house and maintain any prisoner for health reasons or based upon the physical capacity limitations of the Lake County Jail, taking into consideration the requirements of Lake County.

V.

"Medical Expenses" includes, but are not limited to expenses for doctors, medicine, dentists, clinics, hospitals, and contract nursing services.

"Prisoner-day" means any period of time, however short, of any calendar day.

"Prisoner" is limited to criminal defendants and does not include mental patients.

VI.

The transportation of prisoners is the responsibility of Moody County.

VII.

All prisoners of Moody County will be housed and kept at the Lake County Jail in accordance with the Lake County Jail, Policy and Procedures Manual. A copy of this manual will be available for inspection at the Lake County Jail.

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All prisoners of Moody County will be housed and kept at the Lake County Jail in accordance with the Rules and Regulations of said Jail as set forth in the pamphlet entitled "*Rules and Regulations for the Lake County Jail*," a copy of which is hereby acknowledged to have been received by the Sheriff of Moody County.

VIII.

This contract does not bind Moody County in any way to house all of Moody County's prisoners within Lake County.

IX.

Moody County agrees to keep Lake County advised of court dates and bond for inmates housed here.

X.

Moody County agrees to indemnify and save harmless Lake County, the Lake County Sheriff, and any employee of the Lake County Sheriff's Office and Lake County for any lawsuits or claims arising out of the housing and maintaining the prisoners of Moody County at the Lake County Jail, with the exception of lawsuits or claims based upon the willful or negligent conduct of the employees of the Lake County Sheriff's Office or Lake County Jail.

XI.

The term of this contract is **one (1) year** commencing the 1st day of January, 2026, and ending the 31st day of December, 2026.

XII.

Either County which is a party hereto may rescind and cancel all obligations under this Contract by giving the Board of County Commissioners and the Sheriff of the other County **thirty (30) days** written notice of their intention to rescind and cancel the contract.

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Dated this _____ day of _____, 20__

County of Lake
State of South Dakota

County of Moody
State of South Dakota

Chairperson, Lake County
Commissioners

Chairperson, Moody County
Commissioners

ATTEST:

ATTEST:

Lake County Auditor

Moody County Auditor

Lake County Sheriff

Moody County Sheriff