





# Pennington County Sheriff's Office

Jail Division



Kevin Thom  
Sheriff

307 Saint Joseph Street Rapid City, SD 57701-2889  
Ph. 605-394-6116  
Fax 605-716-6102

Rob Yantis  
Jail Commander

November 23, 2021

Sheriff Robert (Joe) Herman  
Oglala Lakota County Sheriff's Office  
906 N. River Street  
Hot Springs, SD 57747

Re: Prisoner Housing Contract

Dear Sheriff Herman,

Enclosed you will find the 2022 Prisoner Housing Contract for Pennington County. Upon review, please sign and return; keeping a copy for your file.

If you have any questions, please contact me at 605-394-6116.

Sincerely,

A handwritten signature in cursive script that reads "Donell Welch".

Donell Welch  
Office Manager, Pennington County Jail



CONTRACT FOR HOUSING OF PRISONERS AND DETAINEES  
IN THE PENNINGTON COUNTY JAIL

Comes now, the Pennington County Sheriff (PCSO), located at 300 Kansas City Street in Rapid City, South Dakota and the Oglala Lakota County Sheriff (OLCSO), located at 906 N. River St., Hot Springs, SD 57747, and agree as follows:

WHEREAS, PCSO manages and operates the Pennington County Jail located at 307 Saint Joseph Street in Rapid City, South Dakota used for housing of prisoners and detainees and that OLCSO does not have adequate facilities in Oglala Lakota County (OLC) for the housing of prisoners and detainees, and

WHEREAS, PCSO is willing to enter an agreement with OLCSO for the housing of prisoners and detainees from OLC under the terms and conditions set forth herein.

ACCORDINGLY, the parties stipulate and agree as follow:


1. PCSO agrees to house and take care of prisoners and detainees of OLC, provide food, clothing, bedding, shoes, hygiene supplies, and other items provided to Pennington County (PC) prisoners on a daily basis. Supervision will be provided by PCSO or its designee in accordance with the written document known as the PC Jail Policies and Procedures Manual. In return for said services being performed by PCSO, OLCSO agrees to pay PCSO [\$85] per day for each inmate day. PCSO will bill for the day of arrival but not for the day of departure.
2. OLCSO herein agrees and understands that it is their responsibility to transport prisoners to the PC Jail at their expense and to provide transportation for prisoners to and from Court at the expense of OLCSO. OLCSO further agrees and understands that it is the responsibility of OLCSO to know when prisoners of OLC are to be in Court. OLCSO also agrees that PCSO does not routinely provide transportation for inmates to Court, Video Court, or medical facilities. OLCSO herein agrees and understands that if transportation is requested by OLCSO and agreed to by PCSO, PCSO will bill transportation costs to OLCSO at [\$0.68] per mile and [\$35.00] per hour for one deputy/guard and an additional [\$35.00] per hour for any additional deputy/guard, as deemed necessary by PCSO. Transportation costs include moving prisoners to video court within the PC Jail. All transport costs have a minimum fee of one hour, with billing occurring in ¼-hour increments after the first hour.

3. OLCSO herein agrees and understands that PCSO will, when necessary, provide extraordinary and emergency medical or dental care for prisoners or detainees of OLC, that OLCSO will pay the entire expense associated with said extraordinary and emergency medical or dental care; including transportation to and from medical or dental facilities, hospital expenses, drug expenses, doctor expenses, guard fees and any other necessary and proper expenses born by PCSO in connection with extraordinary and emergency medical and dental care. OLCSO herein further agrees and understands that the determination as to whether or not medical or dental care is an emergency will be left to the discretion of the PCSO or his designee. If extraordinary care is indicated, the PCSO will consult with OLCSO to determine proper and reasonable medical care for which OLCSO will be financially responsible.
4. OLCSO herein agrees and understands that PCSO will bill OLCSO for prisoners and detainees held by PCSO for OLCSO. Said bill shall include the cost of each days housing or lodging at the rate of [\$85] per day and any and all medical, mental health, dental or physician care incurred by PCSO. OLCSO agrees to reimburse PCSO on a monthly basis for all bills submitted by PCSO.
5. OLCSO herein agrees and understands that all prisoners and detainees of OLC housed in the PC Jail are subject to supervision provided by the PCSO or his designee in accordance with the written documentation known as the PC Jail Policies and Procedures Manual and any and all State standards that may be forth coming by the South Dakota legislature or other authorized committee or agency of the State of South Dakota.
6. OLCSO agrees to hold harmless and indemnify PC, PCSO and its officers, agents and employees, from and against any and all claims, actions, suits, damages, liability, judgments or other proceedings, including attorney fees and court costs, which may arise as a result of OLC prisoners and detainees being housed in the PC Jail and receiving medical or dental care and transportation services, all as contemplated and authorized in this Agreement. This section does not require OLCSO to hold harmless and indemnify PC, PCSO and its officers, agents and employees from claims or liability arising solely from the acts or omissions of PCSO, its officers, agents and employees.
7. The parties to this agreement herein fully agree and understand that PCSO may cancel this agreement by giving thirty (30) days written notice to the OLCSO. Said notice shall be sent by certified or registered mail. OLCSO herein agrees and understands it shall have no claim or claims of any kind against PC or the PCSO for cancellation of this agreement. OLCSO further agrees and understands that should PCSO wish to alter any terms or conditions of this agreement, including the cost of housing prisoners, that said alterations or changes shall be provided in writing to the OLCSO by certified mail and OLCSO herein agrees and understands that said

alterations or changes shall commence and take full force and effect thirty (30) days after notice of the same is received by OLCSO.

8. The parties to this agreement specifically agree and understand that any and all changes in this agreement shall be made in writing and attached to the master copy of this agreement which shall be held by PCSO. The parties to this agreement do further agree and understand that this agreement constitutes the complete understanding and agreement of the parties hereto and that no other oral agreements have been made that are binding upon the parties hereto.
9. OLCSO herein agrees to provide copies of the authority to PCSO to hold a prisoner or detainee. The authority to hold shall be either an Order of the Court, Warrant of Arrest and/or Complaint, Bench Warrant, Traffic Citation, Sentence, together with the signature of the officer delivering said prisoner or detainee on a form entitled Custody Authorization Form. PCSO reserves the right to reject any prisoner or detainee delivered without adequate authorization. Said paperwork is the consent of OLCSO for PCSO to bill OLCSO under the terms and conditions of this agreement or future addendum or modification of this contract.
10. OLCSO hereby acknowledges that PC is the owner of the PC Jail and that the operation and management of said Jail is vested in PCSO. Any rights, terms or condition provided for in the PC Jail as part of this agreement vests in, and is subject to, the ultimate control of PCSO.
11. Effective Date/Term of this Agreement is January 01, 2022 thru December 31, 2022.

Dated this 23 day of November, 2021.



Kevin Thom, Pennington County Sheriff (PCSO)

Dated this \_\_\_ day of December, 2021.

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Robert "Joe" Herman, Oglala Lakota County Sheriff (OLCSO)

Done

Reimb Hwy for Fuel Transfers from Sheriff and Coroner

Sheriff

20100X4260311- \$ 476.79

20100A1010000+

10100A1010000-

10100X4272211+

Coroner

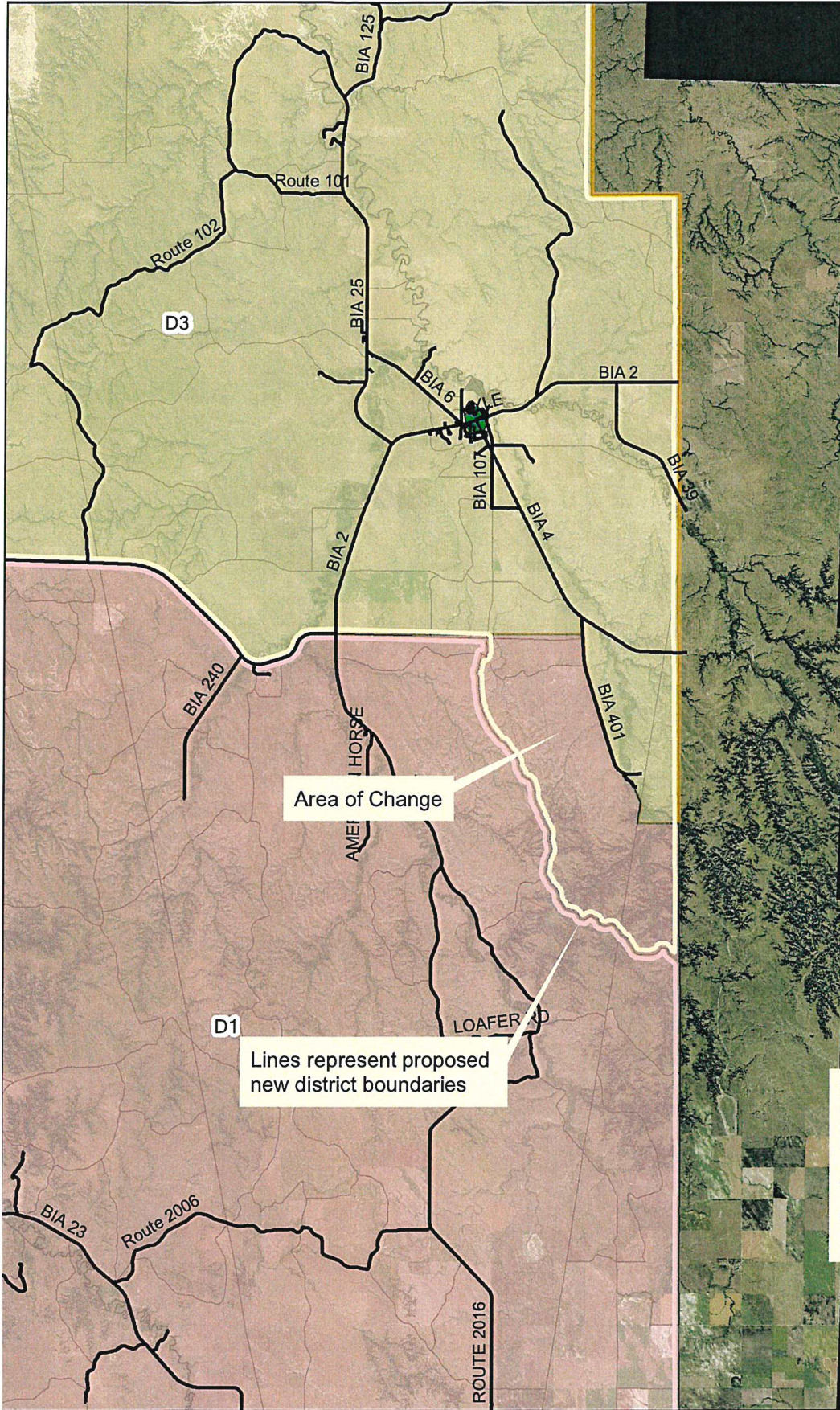
20100X4260311-

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10100X4270213+





With this additional change:  
 District 1: 2,651 (-3.0%)  
 District 3: 2,676 (-2.12%)

This would not affect the total deviation as District 2 is still the lowest and District 4 the greatest

Oglala Lakota County		District	Population	Deviation	Total Deviation: 8.6%
Proposed District Changes 2021		District 1:	2,662	(-2.6%)	
Optimal Population per District: 2,734		District 2:	2,626	(-3.9%)	
		District 3:	2,665	(-2.5%)	
		District 4:	2,862	(4.7%)	
		District 5:	2,852	(4.3%)	

