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**AGREEMENT TO LEASE
SUPPLEMENTAL JAIL FACILITY CAPACITY
AT THE MEADE COUNTY JAIL**

PENNINGTON COUNTY
SHERIFF

THIS AGREEMENT entered into by and between **Pennington** County, South Dakota, and Meade County, South Dakota, on or about the 01 day of January 2008, for the purpose of providing to **Pennington** County supplemental jail facility capacity at the Meade County Jail in Sturgis, South Dakota. Accordingly, the parties agree and contract as follows:

1. **STATEMENT OF AGREEMENT:** **Pennington** County hereinafter the Contractee, agrees to lease from Meade County, hereinafter the Contractor, supplemental jail facility capacity at the Meade County Jail in Sturgis, South Dakota, according to the terms and the conditions of this agreement.

2. **LEGAL BASIS:** This agreement is entered into by and between the parties pursuant to that authorization contained with the provisions of SDCL 24-11-3 and SDCL 24-11-4.

3. **DURATION OF AGREEMENT:** It is understood and agreed by the parties that this agreement shall take full force and effect from and after January 01, 2008: and shall continue until and unless otherwise terminated by the parties as, provided by this agreement.

4. **SUBJECT OF LEASE:** Contractor agrees to house, support and maintain prisoners and detainees of Contractee in a like manner as if those prisoners and detainees were incarcerated at the Contractee's jail in **Pennington** County, South Dakota. In return, Contractee agrees to pay to Contractor the sum of Fifty-Five dollars (\$ 55.00) per day for each and every day or partial day a prisoner or detainee is admitted to the Meade County Jail after the hour of noon on one day and released before noon the following day. Contractor may bill for the day of admission or the day of release, but not both. Payment by Contractee shall be determined and made on a monthly basis. The rate of payment by Contractee to Contractor may be renegotiated between the parties quarterly.

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5. COMPLIANCE WITH JAIL POLICIES AND PROCEDURES:

Contractee understands that all prisoners and detainees of Pennington County which may be housed in the Meade County Jail shall be subject to the Jail Policy and Procedures Manual of Contractor and any and all standards of the State of South Dakota which are or may be forthcoming from the South Dakota State Legislature or otherwise duly promulgated pursuant to legislative authority.

6. ACCEPTANCE OR REJECTION OF PRISONERS AND

DETAINEES: Contractee understands and agrees that Contractor shall not be required to take each and every prisoner or detainee of Contractee and that Contractor may refuse to take any prisoner or detainee of Contractee if adequate space is unavailable in the Meade County Jail, or if Contractor reasonably believes that a prisoner or detainee of Contractee may entail a danger to other prisoners or detainees incarcerated in the Meade County Jail, or if proper authorization is not presented as required by this agreement.

7. AUTHORIZATION FOR AND NOTICE TO PRISONERS AND

DETAINEES: Contractee expressly agrees to provide to Contractor and each prisoner or detainee copies of the authority of Contractor to hold that prisoner or detainee. The authority shall be made pursuant to a "Request to House Prisoner or Detainee" upon the proper form provided by Contractee and signed by the officer or agent of Contractee delivering a prisoner or detainee to the Meade County Jail. The "Request to House Prisoner or Detainee" when properly executed shall be deemed the consent of Contractee for Contractor to bill Contractee under the terms and conditions of this agreement for the housing to any and all applicable terms and conditions of this agreement, the laws of the State of South Dakota, the Jail Policy and Procedures Manual of Contractor, and any future amendments which may be made to this agreement as provided by this agreement.

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8. TRANSPORTATION OF PRISONERS AND DETAINEES:

Contractee understands and agrees that it is Contractee's responsibility to transport prisoners and detainees to and from the Meade County Jail at the expense of Contractee and to provide transportation for prisoners and detainees to and from Court hearings at the expense of Contractee. Contractee further understands and agrees that it is the responsibility to make suitable arrangements for bonding or other release from the Meade County Jail of those prisoners and detainees of Contractee held in the Meade County Jail. Further, Contractee understands and agrees that it is the responsibility of Contractee to insure that prisoners and detainees of Contractee are in attendance at all relevant or required court proceedings.

9. WORK RELEASE: Contractee understands and agrees

that Contractor has a limited number of work release spaces available in the Meade County Jail. Accordingly Contractee understands and agrees that it is the responsibility of the Contractor to determine if and when work release spaces are available at the Meade County Jail. **Pennington** County further agrees and understands that if Contractor does not have work release space available for prisoners and detainees of Contractee, that it will be the responsibility of Contractee to notify the sentencing Court and to make whatever arrangements are necessary to insure compliance with duly entered Court orders.

10. EMERGENCY MEDICAL AND DENTAL CARE: Meade County

understands and agrees that it will provide emergency medical and dental care for prisoners and detainees of Contractee provided, however, that Contractee agrees to pay directly for the entire expense of the emergency medical or dental care including, but not limited to, transportation to and from medical or dental facility, hospital expenses, drug expenses, physician fees, and any other necessary and proper expenses arising out of required emergency medical or dental care. Contractee further understands and agrees that the determination as to whether or not medical and dental care is an emergency is the responsibility of Contractor and shall be determined at the full discretion of Contractor provided, however, that it is understood and agreed that Contractor assumes full liability for its decisions.

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11. BILLING AND PAYMENT: It is understood and agreed that Contractor will submit on a monthly basis to Contractee a bill for the housing of prisoners and detainees of Contractee in the Meade County Jail as provided in this agreement. Contractee agrees to reimburse Contractor, pursuant to a voucher submitted for payment by Contractor to the Board of Commissioners of Contractee, within thirty (30) days of receipt by Contractee of each monthly voucher.

12. LIABILITY: Contractee expressly agrees to indemnify Contractor and hold Contractor harmless only from any claims or judgments against Contractor arising pursuant to actions by prisoners and detainees of Contractee for allegations of false arrest or false detention provided, however, that nothing herein shall be construed as a contracting away by Contractee of its liability for its negligent acts or a contracting away by Contractor of its liability for its negligent acts. Further, Contractee expressly agrees to defend on behalf of Contractor and reimburse for legal expenses which Contractor may incur as a result of litigation against Contractor for false arrest or false detention by prisoners and detainees of Contractee unless a claim of negligence by Contractor is made or proven in a court of law.

Contractor shall assume liability for, defend against and secure Contractee from all costs or damages in actions brought pursuant to 42 USC Sec. 1983 et. seq, including but not limited to punitive damages, and for injury to persons or property caused by the negligence or intentional acts or misconduct of personnel of Contractor in providing or failing to provide adequate housing or services to prisoners and detainees of Contractee housed in the Meade County Jail pursuant to the terms and conditions of this agreement

Each party to this agreement shall assume responsibility for, defend against, and exempt the other party from all costs or damages for injury to persons or property caused by its officers or agents, or due to its alleged negligence.

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13. INDEMNIFICATION OF JUDGMENTS: Contractee further understands and agrees that if a judgment is rendered against Contractee arising out of or related to the housing or prisoners or detainees of Contractee by Contractor that Contractee shall have no claim or claims against Contractor of any kind or of any character and Contractee shall not attempt to recover any amounts pursuant to that judgment from Contractor unless Contractor has been negligent in the housing of prisoners and detainees of Contractee and this negligence has been proven in a court of law.

14. AMENDMENTS: Contractee and Contractor understand and agree that the terms and conditions of this agreement, including the rate of payment for housing of prisoners and detainees in the Meade County Jail, may be renegotiable on a quarterly basis commencing upon the end of the first calendar quarter subsequent to approval and signature of this agreement. Further, the parties specifically understand and agree that any and all changes to this agreement shall be made in writing and attached to the master copy of this agreement, which master copy shall be filed in the office of the Meade County Auditor at Sturgis, South Dakota. The parties further understand and agree that this writing constitutes their complete understanding and agreement and that no other oral or written agreements are or have been made that are binding upon the parties.

Any amendment to this agreement that may be proposed by either party shall be made known to the other party by delivering either in person or by certified or registered mail to the County Auditor of that other party a written copy of the proposed amendment. The parties understand and agree that proposed amendments to this agreement shall take full force and effect thirty (30) days after the notice or delivery is received by the non-amending party unless the non-amending party likewise delivers a written objection to the amending party within that time or an agreement is otherwise made by the parties as to the effective date of an amendment.

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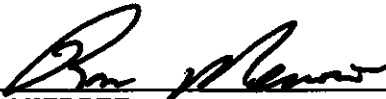
15. CANCELLATION AND TERMINATION OF AGREEMENT:

Contractee and Contractor understand and agree that either may cancel and terminate this agreement upon first giving fifteen (15) days written notice to the County Auditor of the non-terminating party. This notice shall be delivered personally to the appropriate County Auditor or by certified or registered mail. The parties understand and agree that they shall have no claim or claims of any kind or of any nature against each other arising out of any cancellation or termination of this agreement except that amount as may be due Contractor for payments due by Contractee and unbilled at the time of termination.

Dated this 30th day of Aug 2007.

ATTEST:

SIGNED ON BEHALF OF MEADE COUNTY

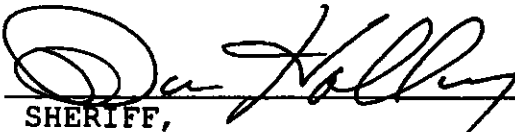


SHERIFF,
Meade County South Dakota

Dated this _____ day of _____ 2007.

ATTEST:

SIGNED ON BEHALF OF Pennington County



SHERIFF,
Pennington County South Dakota

Dated this 8th day of August 2007.