



Kevin Thom  
Sheriff

# Western South Dakota Juvenile Services Center

*Operated via agreement with the Pennington County Sheriff's Office*

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Joe Gutierrez  
Commander

DATE: February 7, 2023  
TO: Joint Powers Board Member  
FROM: Brian Mueller, Sheriff  
RE: Joint Powers Agreement

Enclosed is the current Joint Powers Agreement, signed in 2019, effective through October 31, 2023.

The agreement has only been updated to reflect current representing membership.

An Amendment has been attached for your representative signature acknowledging this update.

A Joint Powers Meeting will be scheduled in the coming months to discuss any proposed modification to the agreement.

If you have any questions, please let me know.

Please sign the attached Amendment and return to WSDJSC at your earliest convenience.

**AMENDMENT**

This Agreement may be amended by concurrent mutual written approval of each party hereto.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY OF LAWRENCE**

ATTEST:

\_\_\_\_\_  
Auditor

By \_\_\_\_\_  
Sheriff

**Western South Dakota Juvenile Services Center**  
Joint Powers Board of Directors  
2023

Pennington County Board member: Deb Hadcock      [debdistrict3@vastbb.net](mailto:debdistrict3@vastbb.net)  
Alternate: Lloyd Lacroix      [Lloyd.Lacroix@pennco.org](mailto:Lloyd.Lacroix@pennco.org)

Lawrence County Board member: Randall Rosenau      [Rosenau78@hotmail.com](mailto:Rosenau78@hotmail.com)  
Alternate: Brian Dean      [bdean@lawrence.sd.us](mailto:bdean@lawrence.sd.us)

Meade County Board member: Pat West      [pwest@meadecounty.org](mailto:pwest@meadecounty.org)  
Alternate: Doreen Creed      [dcreed@meadecounty.org](mailto:dcreed@meadecounty.org)

Butte County Board member: Frank Walton      [fwalto45@gmail.com](mailto:fwalto45@gmail.com)  
Alternate: Fred Lamphere      [fred.lamphere@buttesd.org](mailto:fred.lamphere@buttesd.org)

Custer County Board member: Mark Hartman      [mhartman@custercountysd.com](mailto:mhartman@custercountysd.com)  
Alternate: Marty Mechaley      [mmechaley@custercountysd.com](mailto:mmechaley@custercountysd.com)

Fall River County Board member: Joe Allen      [allenranch@gwtc.net](mailto:allenranch@gwtc.net)  
Alternate: Les Cope      [coperanch1979@gmail.com](mailto:coperanch1979@gmail.com)

Harding County Board member: Charles Verhulst      [cbverhulst@sdplains.com](mailto:cbverhulst@sdplains.com)  
Alternate: Matt DeBow      [matdebow@yahoo.com](mailto:matdebow@yahoo.com)

# WESTERN SOUTH DAKOTA JUVENILE SERVICES CENTER

## JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into as of the **1st day of January, 2019** by and between Pennington County, a political subdivision of the State of South Dakota, hereinafter referred to as **(Pennington County)** and the County of Lawrence, County of Meade, County of Butte, County of Custer, County of Fall River, and County of Harding, all duly organized and existing counties under and by virtue of the constitution and laws of South Dakota hereinafter collectively referred to as **(Contributing Counties)** pursuant to Chapters 1-24 and 26-7A of the South Dakota Codified laws.

### 1. STATEMENT OF PURPOSE

This joint and cooperative Agreement is entered into to define the rights and responsibilities of Pennington County and the Contributing Counties with respect to the financing, operation and maintenance of the Western South Dakota Juvenile Services Center (WSDJSC) located in Rapid City, South Dakota. No separate legal entity is created as a result of this Agreement.

### 2. OWNERSHIP OF ASSESTS (REAL AND PERSONAL)

Pennington County and the Contributing Counties agree that the WSDJSC and all real and personal property associated therewith shall remain in the sole ownership of Pennington County. The Contributing Counties agree that in the event it is necessary to clarify ownership of any property they will, upon request of Pennington County, execute any necessary document in order to deed, convey or otherwise transfer their interest in said property to Pennington County.

### 3. TERM OF AGREEMENT

This Agreement shall be in effect for an initial term of five (5) years commencing on January 1, 2019 and ending on October 31, 2023. This Agreement shall automatically renew for two (2) additional five (5) year terms only (ending on October 31, 2033) unless otherwise terminated earlier by unanimous consent of the parties to this Agreement.

#### 4. JOINT ADVISORY BOARD

The initial parties to this Agreement shall be the counties of Pennington, Meade, Lawrence, Harding, Butte, Fall River, and Custer. Each party to this Agreement shall have one primary representative and one alternate appointed by its governing body to sit on the WSDJSC Advisory Board (Board). Additional counties may make application to enter this Joint Powers Agreement as a contributing county if approved under such terms and conditions as the Board may impose. The Board shall possess and undertake those duties and responsibilities as set forth below:

4.1 General Powers of Board: To cooperatively establish the fees and contribution of each party hereto for the operation and maintenance of the WSDJSC and to review and propose an annual budget associated therewith.

4.2 Membership of Board: The Board shall consist of one (1) voting representative Board member from each party to this Agreement. Each party to this Agreement shall also appoint one (1) alternate to act in the absence of the representative Board member. The term of office for each representative Board member and alternate shall be for three (3) years. Vacancies on the Board including alternates shall be filled for an unexpired term by appointment from the respective governing body party to this Agreement. Board members and alternates shall hold their position on the Board until a successor has been appointed. The initial Board members representing the parties to this Agreement and their alternates are:

Pennington County Board member: Deb Hadcock

Alternate: Lloyd Lacroix

Lawrence County Board member: Randall Rosenau

Alternate: Brian Dean

Meade County Board member: Pat West

Alternate: Doreen Creed

Butte County Board member: Frank Walton

Alternate: Fred Lamphere

Custer County Board member: Mark Hartman

Alternate: Marty Mechaley

Fall River County Board member: Joe Allen

Alternate: Les Cope

Harding County Board member: Charles Verhulst

Alternate: Matt DeBow

4.3 Organization of the Board: The Board members shall elect a Chairman at the first meeting of the Board following the effective date of this Agreement and thereafter at the first meeting following January 1<sup>st</sup> of each new year. The Board shall elect any additional officers as the Board deems necessary. The Board shall set the term/successive terms for each officer elected. At each meeting of the Board, its Chairman or, in his or her absence, a Vice-Chairman chosen by a majority of the Board members present, shall preside.

4.4 Place of Meetings: The Board may hold its meetings at such place or places, within the State of South Dakota, as it may from time to time determine.

4.5 Quorum and Manner of Acting. A majority of the total number of Board members shall be required to constitute a quorum for the transaction of business at any meeting (e.g., for a seven member Board, at least four members must be present at a meeting to transact business). The act of a majority of the members present at any meeting at which at least a quorum is present shall be the act of the Board (e.g., if four members are present at a meeting, a 3 to 1 vote in favor of a motion is sufficient to pass the motion). Votes of the Board are weighted as per section 4.6 below.

4.6 Voting by Board members: Each County through its Board member shall have a weighted number of votes on the Board equivalent to the percentage of population each county has in relation to the total population of all the counties combined. Initially, the counties and weighted number of votes of each are as follows:

Butte	5	Lawrence	13
Custer	5	Meade	15
Harding	1	Pennington	57
Fall River	4		

No action of the Board shall be deemed approved unless the weighted vote in favor is in excess of fifty percent (50%) of the total weighted votes cast on any particular matter and at least three (3) counties cast votes for such approval.

## 5. OPERATION AND MAINTENANCE OF WSDJSC AND JUVENILE TRANSPORTATION SYSTEM

The parties hereto agree to pay all costs/expenses associated with the operation and maintenance of the WSDJSC and the Juvenile Transportation System established in conjunction therewith and the Contributing Counties agree to reimburse Pennington County for any costs advanced by it which shall be in excess of Pennington County's obligation as determined hereunder.

### 5.1 Annual Budget:

On or before the 1<sup>st</sup> day of June, each year, the Pennington County Sheriff shall prepare an annual operating budget for the ensuing calendar year. Such budget shall provide for the necessary costs of operating and maintaining of the WSDJSC including utilities, personnel costs, insurance and transportation costs. The proposed budget shall be approved by the Board and submitted by the Pennington County Sheriff to the Pennington County Commission for final approval.

### 5.2 Funding:

The annual budget shall be funded by establishing a per-diem utilization rate to be charged to each county represented on the Board and a separate rate for all other counties utilizing the services of the WSDJSC. The budget, as approved, shall be distributed to each county party to this Agreement along with an estimated daily fee per detained juvenile.

Each county to this Agreement agrees to include in its annual budget for each fiscal year during the term of this Agreement, monies sufficient to pay and for the purpose of paying all payment obligations of the county pursuant to this Agreement, and to take all other actions necessary to provide monies for the payment of the obligations of each county under this Agreement, from sources of the county lawfully available for such purpose.

### 5.3 Meade County

Meade County has been re-accepted into the Joint Powers Agreement effective January 1, 2019. They will continue to pay non-contract rates through December 2020. Meade County will not be liable for any assessments or eligible for any rebates during that time frame.

Meade County will receive priority housing effective January 1, 2019.

#### 5.4 Additional fees and conditions:

Pennington County, through its Sheriff, agrees to operate the WSDJSC for the use and benefit of all counties party to this Agreement. Each Contributing County agrees to pay Pennington County a daily fee for the intake, maintenance, feeding and care of each juvenile held in the WSDJSC at the request of such County based upon the following:

- (A) In calculating the number of days a juvenile is in the WSDJSC, the parties agree that each calendar day (or any portion thereof) the juvenile is physically located at the WSDJSC counts as a day;
- (B) Pennington County shall multiply the number of days a Contributing County has juveniles detained at the WSDJSC each month times the daily fee to determine a county's monthly daily fee expense. Such monthly daily fee expense shall be submitted to the respective County on a monthly basis and payment shall be made to Pennington County on a monthly basis accordingly;
- (C) At the end of each fiscal year, actual costs shall be figured and each County party to this Agreement shall be given credit for excess payments made during the year or billed for shortages as the case may be;
- (D) Each Contributing County agrees not to hold Pennington County or other Contributing Counties responsible for any or all necessary medical, dental, optometric, and orthodontic expenses incurred for the treatment of such counties' juveniles while held in the WSDJSC;
- (E) Each Contributing County understands and agrees that Pennington County, through its Sheriff, shall not be required to take each and every juvenile of such Contributing County and that the Sheriff may refuse to take any juvenile of any Contributing County if adequate space is unavailable in the WSDJSC or if the Sheriff reasonably believes that a juvenile of any Contributing County may present a danger to themselves or other juveniles detained in the WSDJSC or if proper authorization is not presented as required by this Agreement;
- (F) Each Contributing County agrees to provide Pennington County authority to hold any juvenile presented by it to the WSDJSC for detainment. The authority shall be made pursuant to a "Request to Hold Juvenile" upon proper form provided by Pennington County and signed by the officer or agent of the Contributing County delivering such juvenile to the WSDJSC. The "Request to Hold Juvenile", when properly executed, shall be deemed the consent of the Contributing County for Pennington County to bill the Contributing County under the terms and conditions of this Agreement and shall subject both the Contributing County and Pennington County to any and all applicable terms and conditions of this Agreement, the laws of



the State of South Dakota, the WSDJSC Policies and Procedures and any future amendments which may be made to the Agreement;

- (G) Each Contributing County expressly agrees to indemnify and hold Pennington County, its Sheriff, officers, agents and employees and all other Contributing Counties harmless from any claims or judgments made against Pennington County or any Contributing County in any civil or administrative action brought by a juvenile of such Contributing County when such claim or action contains allegations of false arrest or false detention. Each Contributing County expressly agrees to defend Pennington County for any legal fees or costs which it may incur as a result of litigation against Pennington County, its Sheriff, officers, agents and employees for a claim of false arrest or false detention by prisoners or detainees of said Contributing County or other claim or action when no claim of negligence or willful acts of the County and/or Sheriff is made or proven in a Court of Law. The parties to this Agreement agree that each shall defend against and assume responsibility for all damages or costs ordered to third parties as a result of the negligence of its officers, deputies or employees.

**5.5 Use of WSDJSC by counties not a party to this Agreement:**

Pennington County may authorize the use of the WSDJSC by counties who are not party to this Agreement upon such terms and conditions and at such rates as approved by the Board.

**5.6 Personnel:**

Appointments of personnel and the filling of vacancies and promotions for personnel assigned to the WSDJSC shall be made by the Pennington County Sheriff with the approval of the County as prescribed by SDCL 7-12-9 and 7-12-10. The Sheriff shall provide adequately trained and supervised personnel to appropriately provide the services required in this Agreement. All personnel assigned to the WSDJSC will be governed by the same rules, standards and regulations that other personnel employed by the Pennington County Sheriff's Office are subject to.