ADULT DETENTION AGREEMENT BETWEEN

TETON COUNTY, IDAHO

AND

MADISON COUNTY, IDAHO

AGREEMENT made between Teton County, Idaho, a political subdivision of the State of Idaho, and Madison County, Idaho, a political subdivision of the State of Idaho, pursuant to Title 20, Chapter 6 of the Idaho Code.

WHEREAS, Madison County is authorized by law to provide jail accommodations pursuant to Title 20, Chapter 6 of the Idaho Code; and

WHEREAS, Madison County operates a jail for detention of persons as provided by Idaho law; and

WHEREAS, Teton County has need of jail accommodations for the purpose of detention of persons as provided by Idaho law;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, it is hereby agreed:

1. **HOUSING:** Madison County agrees to allow male and female inmates under the jurisdiction or control of Teton County to be housed at the Madison County Jail and will treat all such inmates in the same manner as other inmates housed at the jail in accordance with applicable provisions of the Idaho Code and jail standards adopted by the Idaho Sheriffs' Association. Madison county agrees to maintain custody of Teton County inmate, to provide timely information to Teton County concerning problems or concerns associated with said inmate(s), and both parties agree to cooperate in defending against actions brought against either party as it relates to this Agreement to the extent authorized by law. The parties agree to cooperate to minimize internal problems cause by the housing of inmates and Madison County agrees to follow proper grievance procedures and guidelines set forth in the Madison County Detention Center Policy
2. **COMPENSATION:** Madison County agrees to house inmates and Teton County agrees to pay to Madison County the sum of One Hundred Two Dollars ($102.00) per day for each Teton County inmate housed in the Madison County Jail. A "day" shall be defined as any period of time in which an inmate receives two or more regularly scheduled meals or occupies a bed for any portion of a night.
3. **TERM:** This Agreement shall be in effect and remain in effect without further action of the parties hereto for a period of one (1) year from January 1, 2026 through December 31, 2026. This Agreement may be modified in writing from time to time upon mutual agreement of the parties. After expiration of the initial one (1) year term hereunder, this Agreement shall continue in effect on the same terms and conditions unless and until either party provides written notice to the other at least sixty (60) days prior to termination. Such notice may be given at any time during the

year. Termination of this Agreement shall be without penalty or damages to either party, except for obligations accrued prior to the effective date of termination.

4. **COSTS OF CARE:** It is expressly understood that all inmates shall be delivered to the Madison County Jail at Teton County's sole expense and that Teton County assumes all responsibility for the inmates under its jurisdiction and control until said inmates are housed or detained within the confines of the jail. Teton County will be responsible for providing all inmate information requested by the jail's administrative staff. While housed or detained within the confines of the Madison County Jail, Madison County will be responsible for all daily expenses and costs of housing inmates under this Agreement, including but not limited to room, board, and supervision. Madison County will be responsible for all necessary expenses and arrangement for and costs of, all services normally provided at the jail or by its staff, such as, but not limited to, medical care, psychiatric care and testing for conditions directly related to the inmate's detention at the jail. Teton County will be responsible for all necessary arrangements for, and costs of all services not normally provided at the jail or by its staff, which are directly related to the inmate's detention at the jail to include cost of prescription medications, indigent doctor visits within the jail and medically required doctor visits outside of the jail. Teton County shall be solely responsible for providing and arranging all transportation for its inmates related to medical, dental, hospital, or mental health evaluations, treatment, or services, whether conducted within or outside the Madison County Jail. Additional or specialized health or dental care beyond what Madison County normally provides shall be approved and authorized by the Teton County Sheriff prior to such additional or specialized care unless such care is identified as emergent by medical personnel in which case the Teton County Sheriff shall be notified as soon as practicable. Records of costs of all medical and dental care shall be itemized by Madison County, and provided to Teton County for process and payment.

5. **HOSPITALIZATION OF AN INMATE:** If an inmate is required to be admitted to the hospital for a period longer than three (3) hours, it shall be the responsibility of Teton County to provide a deputy to maintain security of said inmate while at the hospital. Madison County will advise the Teton County Sheriff prior to any Teton County inmate being admitted unless such care is identified as emergent by medical personnel in which case the Teton County Sheriff shall be notified as soon as practicable.

6. **NOTIFICATION:** The arrangement for accommodations and housing of inmates shall be made in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergent nature, or when such notification is not reasonably feasible. Prior notification shall be made by the Teton County Sheriff's Office by contacting the Madison County Jail. Teton County shall ensure that each inmate is fully booked through Teton County prior to transport to the Madison County Jail, unless emergency circumstances do not reasonably allow for such booking to occur prior to transport. The Teton County Sheriff's Office shall provide the Madison County Jail, at the time of delivery of an inmate, with the proper documentation establishing the lawful detention of the inmate. Madison County shall contact Teton County as soon as possible to inform Teton County as to any unusual or unordinary situation or condition of an inmate.

7. **COURT APPEARANCES:** Inmates who are in custody, and require detention pending their court proceedings, may be housed at the jail. Madison County and Teton County agree that all such inmates will be taken to their initial court appearance in accordance with the provisions of Title

19, Chapter 5 of the Idaho Code and will work cooperatively to accomplish the same. Teton County will be responsible for transporting said inmates for the purpose of appearing in court, and will further assume custody of and the responsibility to transport said inmates to and from the jail and Teton County. Madison County will provide video conferencing options for court proceedings when and if available, subject to court approval, technological capability, staffing availability, security considerations and applicable law or court rules.

8. **RELEASE OF INMATES:** Madison County will advise when a Teton County inmate has been released and send the documentation of the release. Teton County shall be responsible for their inmates that are released from Madison County Jail that are unable to find transportation back to Teton County. Madison County shall notify Teton County Sheriff upon being advised that a released Teton County inmate is unable to procure transportation.

9. **BONDING AND ONLINE BONDING:** Bonding for Teton County inmates shall be the responsibility of Teton County. Teton County shall provide and maintain an online bonding option for its inmates through the company "All Paid," or a successor service providing substantially similar functionality. Madison County may, as needed and at its discretion, accept in-person bond payments in accordance with applicable law, court order, and Madison County procedures. Madison County shall not be responsible for managing, guaranteeing, or troubleshooting the online bonding system and may rely upon confirmation provided by Teton County or its designated bonding service prior to the release of any inmate. Madison County shall incur no liability for delays, system outages, payment errors, or failures associated with the online bonding service. All bonding activities shall be subject to applicable law and court order.

10. **REGISTRY:** Madison County agrees to certify to Teton County at the end of each calendar month the name of each inmate housed as provided in this Agreement, the length of time care was provided, and the rate, cost, and total charge in accordance with this Agreement. For this purpose, Madison County agrees to maintain a current and itemized registry of inmates which shall be open to inspection by authorized representatives of the Teton County Sheriff or the Teton County Prosecuting Attorney at all reasonable times. Madison County agrees to send a daily roster of inmates to Teton County for their records.

11. **NON-DISCRIMINATION:** Neither Teton County nor Madison County shall discriminate as to inmates placed or cared for because of race, color, creed or national origin.

12. **INDEMNIFICATION:** Madison County agrees to indemnify and hold Teton County harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of Madison County and its employees, officers and/or agents that Teton County may suffer arising out of or in connection with this Agreement. Teton County agrees to indemnify and hold Madison County harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of Teton County and its employees, officers and/or agents that Madison County may suffer arising out of or in connection with this Agreement to the extent authorized by law.

13. **INSURANCE:** Madison County agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy, which shall name and protect Teton County, and its officers, agents and employees, from and against any and all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with this Agreement, and shall provide proof of liability coverage as set forth above to Teton County prior to commencing its performance as herein provided.

14. **ETHICS:** No officer, agent, or employee of Madison County or Teton County shall be entitled to receive or be admitted to any personal benefit under any provision of this Agreement.

15. **CONFIDENTIALITY:** It is expressly acknowledged and agreed that the parties shall observe all confidentiality of information provisions of the Idaho Code, as well as any city, county, state or federal regulations pertaining to any records made as a result of said inmates' incarceration under this Agreement.

16. **APPLICABLE LAW:** The parties agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho, and that jurisdiction for resolution of disputes arising from the performance of this Agreement shall rest with the courts of the State of Idaho. Should legal action be necessary to enforce the terms of this Agreement the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

17. **SEVERABILITY:** In the event that any provision of this Agreement shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force.

DATED this 12th day of January, 2026.

TETON COUNTY, IDAHO:

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TETON COUNTY SHERIFF

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TETON COUNTY COMMISSIONER CHAIRMAN

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TETON COUNTY COMMISSIONER

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TETON COUNTY COMMISSIONER

MADISON COUNTY, IDAHO:

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MADISON COUNTY SHERIFF

Tim Smith

MADISON COUNTY COMMISSIONER CHAIRMAN

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MADISON COUNTY COMMISSIONER

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MADISON COUNTY COMMISSIONER