

## FIRST AMENDMENT TO AGREEMENT FOR CONFINEMENT OF PRISONERS

This First Amended agreement is made and entered into on NOVEMBER 2, 2020, by and between the **Andrew County Sheriff's Office**, a Missouri Government Facility (hereinafter referred to as "**Facility**"), and the **City of Lee Summit**, Missouri, (hereinafter referred to as "**Agency**").

**WHEREAS**; the parties entered into an agreement on July 1, 2020 whereby the City of Lee's Summit would send prisoners to the Andrew County Jail for offsite confinement; and

**WHEREAS**, the parties now seek to amend the insurance requirements of the agreement for the Facility from not less than \$3,000,000 general liability insurance for each occurrence to not less than \$2,000,000 general liability insurance for each occurrence and from not less than \$3,000,000 general aggregate limit to not less than \$5,000,000 general aggregate limit.

### **NOW, THEREFORE FACILITY AND THE AGENCY HEREBY AGREE TO AMEND AS FOLLOWS:**

SECTION 1. The Commercial General Liability insurance set out in (i.) of Section 17 Insurance subsection b Required Insurance Coverage will be amended to reflect a commercial general liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 general aggregate limit as set out in its entirety below:

#### **17. Insurance:**

a.

##### **b. Required Insurance Coverage.**

- i. **Commercial General Liability.** Facility shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, law enforcement and public officials liability, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Agency, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the Agency, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance. If law enforcement liability and public officials liability coverage is not available under the Facility's Commercial General Liability insurance, such coverages will be procured separately and be maintained an unimpaired limit of not less than \$2,000,000 for each occurrence and a \$5,000,000 General Aggregate Limit.

SECTION 2. Where the Agreement is not specifically amended, the terms of the July 1, 2020 Agreement will remain in force.

SECTION 3. This Amendment amends the terms of the Agreement entered into July 1, 2020 and is deemed incorporated into the Agreement..

SECTION 4. The Agreement as amended by this Amendment, set forth the entire understanding of the parties hereto relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the parties hereto relating to the subject matter thereof.

**City of Lee's Summit, Missouri**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Trisha Fowler Arcuri, City Clerk**

**DATE:**

\_\_\_\_\_

/s/ Beth Murano

**APPROVED AS TO FORM**

**Andrew Co. Presiding Commissioner**

Robert Caldwell **Date** 11-2-2020  
**Robert Caldwell**

**Andrew County Sheriff**

Bryan L. Atkins **Date** 11-2-20  
**Bryan L. Atkins**