

## AGREEMENT FOR CONFINEMENT OF PRISONERS

This agreement is made and entered into on July 1, 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").

### FACILITY AND THE AGENCY AGREE AS FOLLOWS:

- 1. Services Provided.** Facility shall provide detention and transportation services, food, clothing, medical services, shelter, and other usual services for minimum level, non-violent inmates, medium level and/or maximum, high security custody level inmates of the Agency being confined at Facility, which is located at 400 East Main St., Savannah, Missouri. Facility shall not move prisoners to any other location or turn prisoners over to the control or custody of any other person, agency or governmental entity without the prior written consent of the Agency. The Agency agrees to house inmates at the Facility. The Facility reserves the right to refuse inmates, if the Facility is at maximum capacity. Facility reserves the right to refuse inmates that are not fit for confinement. RSMO 221.040.  
Facility will invoice the Agency each month for the number of inmates at a rate of **\$45.00** per day, per inmate.
- a. Quality of Care and Treatment.** Facility shall at all times treat and care for all Inmates placed with the Facility in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards. Nothing contained within this Agreement shall be construed to authorize or permit the imposition of any type of discipline prohibited by the laws, constitutions, or administrative regulations of the State of Missouri or in the United States of America.
- b. Licensing and Structures.** Facility shall maintain and ensure all necessary and appropriate licensing agreements, permits, and building, fire, health, and safety codes. Facility warrants to the Agency that the structure of the Facility meets or exceeds all applicable building codes and standards.
- c. Record-keeping.** Facility shall maintain accurate, timely, and confidential records with regard to the behavior, health, classification, disciplinary history and complaints made by and/or against all Inmates confined at the Facility. Facility shall also maintain records on Inmates regarding all incidents, involving use of force, inmate injuries, grievance, complaints, claims or lawsuits lodged against Facility. The Agency shall have a right of access to such records, and Facility expressly agrees to provide Agency with copies of such records upon request.
- d. Training.** Facility warrants to Agency that all of its employees are and will continue to be properly trained in the supervision and care of inmates in a humane, appropriate, and professional manner in compliance with all requirements of state, local, and federal law and consistent with industry standards, including training with regard to anti-discrimination policies.

- e. **Pre-employment Screening and Background Checks:** Facility warrants to Agency that all of its employees or independent contractors who may come into contact with inmates or inmates property are and will continue to be properly screened, including appropriate background checks, in compliance with all state, local and federal law and consistent with industry standards, prior to their employment with Facility or interaction with Inmates referred to the Facility by the Agency.
- f. **Notification.** Facility shall immediately notify Agency of any of the following events: the death of an Inmate; the emergency medical treatment of an Inmate; the escape of an Inmate; the filing of a lawsuit or claim by an Inmate against Facility; the filing of a claim, lawsuit or administrative action against the Facility with regard to its treatment of Inmates; or the use of force on or against an Inmate.
- g. **Release of Inmates.** Facility shall release Inmates back to the Agency. Facility shall not release Inmates into the general populace without making proper wants and warrant checks (Jake's Law). Facility shall not grant furloughs or passes to any Inmates without the specific written authorization of the Agency.
- h. **Resident Agent.** Facility shall designate a local agent for the acceptance of service in the State of Missouri.
- i. **Access to the Court System.** Facility shall ensure that all Inmates referred by the Agency shall have access to the court system, including but not limited to the **Lee Summit Municipal Court** and the use of the U.S. Postal Service. **City of Lee Summit** is responsible for all transports of their inmates to and from court appearances. The Facility may be asked to transport for the Agency at times, if available. Video Arraignment is available at the Facility. **City of Lee Summit** must assure that all court documents, for court appearances, must accompany the Inmate when returning from court to the Facility.

## **2. Medical Needs:**

- a. **Non-emergency.** Facility shall have a qualified medical physician on call on an "as needed" basis. For purposes of providing routine medical care, the Facility shall have a qualified medical physician on site at the facility at scheduled times ("routine medical care" defined as including routine physical examinations and screenings, alcohol and drug testing, prescribing the use of non-prescription medicines). The Facility shall have a LPN or RN on-site providing services Monday-Thursday and Friday for 8 hours each day, to assess medical issues, prescriptions, and all medical records. The costs for routine on-site medical services (excluding pharmacy, lab work, and x-rays) will be paid for by the Facility and all such other off-site medical and dental services shall be pre-authorized through Agency and paid by the prisoner pursuant to Sec. 221.120 RSMo. Medical services provided are consistent with the *National Commission on Correctional Healthcare Standards*. All prescriptions for inmates will be the responsibility of the **Agency** and will be invoiced accordingly.

- b. Emergency Treatment.** In the event of an emergency, ambulance services will be requested for all emergency medical situations and directly thereafter Agency will be notified, and prisoner will be solely responsible for ambulance, hospital, and physician charges incurred as a result thereof pursuant to Sec. 221.120 RSMo, unless otherwise approved in writing by the Agency in advance of the treatment. In case of death, the Agency will be responsible for all cost of an autopsy. During all emergency transportation, the Facility will supply a detention officer to accompany the Inmate to the hospital/ER for a period of **4 hours**. The Agency will be responsible for the Inmates security while at the hospital for an extended period or until released.
- c. Records.** Facility shall maintain complete medical records for each Inmate who has received health care services. The records shall be maintained in a manner wholly consistent with applicable laws and NCCHC standards.
- 3. No Third Party Beneficiary Enforcement:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the Agency and Facility, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of the Agency and Facility that any entity, other than the Agency or Facility, receiving services or benefits under this Agreement, shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto. Inmates shall have only those entitlements created by Federal and State constitutions, statutes, regulations or case law.
- 4. Right of Inspection.** The Agency shall have the right to inspect, at any reasonable time, the correctional facility owned by Facility, which houses Inmates.
- 5. Death of an Inmate.** In the event of the death of an Inmate, Facility shall immediately notify the Agency. Upon release by investigative authorities and County Coroner, arrangements shall be made by Facility to transport the body to the coroner of the local jurisdiction. All costs of any required autopsy shall be the responsibility of the Agency. The Agency shall assume full responsibility for said body upon its return to the Agency's jurisdiction.
- 6. Escapes.** In the event of the escape of an Inmate in the care of Facility, Facility shall immediately notify the Agency and the local authorities. Facility shall take any necessary steps to assist in the apprehension of the escaped Inmate. Facility shall bear any and all costs of and/or charges as the result of an escape.
- 7. Services for Inmate.** All Inmates have access to reading materials, scheduled visits, religious services, and recreational activities.
- 8. Agreement.** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreement, and understandings are superseded hereby.

9. **Amendment.** This Agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

10. **Notices.** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery, email, or facsimile transmission.

If to the Agency:  
Lee's Summit Police Department  
10 NE Tudor Road  
Lee's Summit, MO 64086

If to the Facility:  
Andrew County Sheriff's Office  
400 E Main Street  
Savannah, MO 64485

11. **Inmate Accounts.** Facility shall establish and maintain an account for each Inmate and shall credit to such account all money that is received and shall make disbursements debiting such account for responsible amounts for the Inmates' purchases of personal items.

Disbursements shall be made in limited amount as are reasonably necessary for such personal items. Facility shall be accountable to Agency for such Inmate funds. Upon the Inmate's return to the Agency during normal business hours, the funds maintained in such account shall be returned with the Inmate to the Agency, after all debts are paid to the facility.

12. **Facility Damage.** Damage caused by an inmate to Facility property or equipment, will be the responsibility of the Inmate. All reasonable bills for the repair and/or replacement of said damage will be sent to the Inmate for reimbursement. Criminal charges can and will be filed where appropriate.

13. **Programs.** Inmates referred to Facility by the Agency shall have the same access to and right to participate in Facility's programs as all other general population Inmates of Facility.

14. **Publicity.** Facility shall not be authorized to release personal or criminal history information or photographs of Inmates referred from the Agency, or publicize personal or criminal history information to or on any media, or release information concerning their arrival or departure from the Facility.

15. **Non-Exclusive Contract.** Facility acknowledges that it does not have an exclusive contract with the Agency for the housing and care of Inmates in the custody of the Agency. Nothing in this agreement shall be construed to create an exclusive relationship between the Agency and Facility for the care and confinement of Inmates.

16. **Indemnification.**

Without waiving any protections under Missouri's sovereign immunity and official immunities law and to the fullest extent permitted by law, each party ("Indemnitor") shall indemnify, defend, and hold harmless the other party and such party's elected officials, officers, employees and agents thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional misconduct, negligent acts, errors, mistakes, or omissions, in connection with the performance of Indemnitor, its officers, employees, agents, or any tier of subcontractor or person for which Indemnitor may be legally liable in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

**17. Insurance:**

**a. General.**

- i. **Insurer Qualifications.** Without limiting any obligations or liabilities of Facility, Facility shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the Agency. Failure to maintain insurance as specified herein may result in termination of this Contract at the Agency's option.
- ii. **No Representation of Coverage Adequacy.** By requiring insurance herein, the Agency does not represent that coverage and limits will be adequate to protect Facility. The Agency reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Facility from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- iii. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the Agency, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.
- iv. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the Agency, unless specified otherwise in this Contract.
- v. **Primary Insurance.** Facility's insurance shall be, or endorsed to be, primary insurance with respect to performance of this Contract and in the protection of the Agency as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- vi. **Claims Made.** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage

in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

- vii. **Waiver.** All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Agency, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Facility. Facility shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Agency. Facility shall be solely responsible for any such deductible or self-insured retention amount.
- ix. **Use of Subcontractors.** If any portion of this Contract is subcontracted in any way, Facility shall execute written contract(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the Agency and Facility. Facility shall be responsible for executing any contracts with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.
- x. **Notice of Claim.** The Facility shall upon receipt of notice of any claim in connection with this Contract promptly notify the Agency, providing full details thereof, including an estimate of the amount of loss or liability. The Facility shall also promptly notify the Agency of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Contract. A breach of this provision is material breach of the contract.
- xi. **Evidence of Insurance.** Prior to commencing any Work or Services under this Contract, Facility will provide the Agency with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Facility's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The Agency shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Facility's responsibility to forward renewal certificates and declaration page(s) to the Agency 30 Days prior to the expiration date. All certificates of insurance and

declarations required by this Contract shall be identified by referencing this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

1. The Agency, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - a. Commercial General Liability - Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04 or their equivalents.
  - b. Auto Liability - Under ISO Form CA 20 48 or equivalent.
  - c. Excess Liability - Follow Form to underlying insurance.
2. Facility’s insurance shall be primary insurance with respect to performance of the Contract.
3. All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Agency, its agents, representatives, officers, officials and employees for any claims arising out of Facility’s performance under this Contract.
4. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

xii. **Endorsements.** Facility shall provide the Agency with the necessary endorsements to ensure Agency is provided the insurance coverage set forth in this Subsection.

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 \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 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 \$3,000,000 for each

- occurrence and a \$3,000,000 General Aggregate Limit.
- ii. **Vehicle Liability.** If any vehicles are used as part of this contract, Facility shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Facility's owned, hired and non-owned vehicles assigned to or used in the performance of the Facility's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Agency, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. 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.
  - iii. **Workers' Compensation Insurance.** If Facility employs anyone who is required by law to be covered by workers' compensation insurance, Facility shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Facility's employees engaged in performance under this Contract and shall also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the Agency, its agents, representatives, officials, officers and employees.
- c. **Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the Agency.

**18. Independent Contractor Status.** Nothing in this agreement shall be construed to create a relationship of employer and employee and agent or other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any rights or remedies in any third party. This Agreement is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement, relationship or formal business organization or association of any kind between the parties; and the rights and obligations of the parties shall be only those expressly set forth in the Agreement and contract documents incorporated by reference herein. Facility shall be solely responsible for the acts of the Facility, its agents, employees and subcontractors. Facility shall have the total responsibility for all salaries, wages, worker's compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Agency harmless with respect thereto.

**19. Facility and Agency:** In carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.



**20. Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of this agreement and will automatically renew for three (3) successive one (1) year periods unless either party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the current term.

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

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

ATTEST:

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

DATE:

\_\_\_\_\_

/s/ Beth Murano

APPROVED AS TO FORM

Andrew Co. Presiding Commissioner

Andrew County Sheriff

Robert Caldwell  
Robert Caldwell

Date 6-28-20

Bryan L. Atkins  
Bryan L. Atkins

Date 6-28-20