

# ADAIR COUNTY COMMISSION MINUTES

## MONDAY, MAY 22, 2017

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**4. Transportation.** Adair County shall provide transportation as needed for the operation of its facility only. The Contracted Agency shall be responsible for transportation for including, but not limited to, Court appearances and transfers to other facilities (with the exception of the Missouri Department of Corrections) unless prior arrangements have been made. Adair County will transport for routine and emergency medical appointments/treatment. All other transports shall be subject to approval on a case-by-case basis.

**5. Custody Level.** Adair County is capable of holding inmates ranging from low to maximum security custody levels. Inmates who require substantial medical care, is an extreme escape risk, or are violent to staff or other inmates may not be accepted. Acceptance of such inmates will be at the discretion of the Adair County Detention Center on a case by case basis.

**6. Acceptance of Inmates.** Taking into consideration data from the previous year (2016), and the increase of inmates held by Adair County alone, along with those held for the Contracted Agency, Adair County will only accept and house a maximum of ten (10) inmates from the Contracted Agency. Housing more than ten (10) at any given time shall be approved on a case-by-case basis. At any time the Adair County Detention Center approaches or exceeds capacity, the Contracted Agency will be contacted and required to house as many inmates elsewhere as necessary to ensure Adair County has adequate room to house all of their own inmates. Adair County reserves the right to refuse admittance of any inmate from the Contracted Agency into the Adair County Detention Center and to give reasonable notice for the Contracted Agency to return an inmate to their custody should an inmate grow beyond our capability of care or becomes a significant risk to the safety and security of the facility. All inmates will be subject to being evaluated for fitness for confinement.

**7. 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 Adair County and the Contracted Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any third person on this agreement. It is the express intention of Adair County that any entity other than Adair County or the Contracted Agency seeking services or benefits under this agreement shall be deemed an incidental beneficiary only. This agreement is not intended to create any rights, liberty interest, nor entitlements in favor of any inmate. The agreement is intended only to set forth the contractual rights and responsibilities of the parties herein. Inmates shall have only those entitlements created by Federal or State constitutions, statutes, regulations or case law.

**8. Term.** This agreement shall be in full force and effect for a period of one (1) year from the date of this agreement. Inexpensive thereof, either party may terminate this agreement at any time upon giving thirty (30) days written notice to the other party provided that the Contracted Agency may immediately terminate this agreement and incur no liability if an inmate has been detained in violation of paragraph 1 of this agreement.

**9. Insurance.** Adair County shall maintain general liability and motor vehicle insurance and any necessary correctional or professional liability in the amount of two million (\$2,000,000.00) per occurrence and four million (\$4,000,000.00) in annual aggregate. Adair County shall provide proof of said liability coverage upon request.

**10. Right of Inspection.** The Contracted Agency shall have the right to personally inspect, at any reasonable time, the Adair County Detention Center.

**11. Death of an Inmate.** In the event of a death of an inmate, Adair County will immediately notify the Contracted Agency. Arrangements shall be made by Adair County to transport the body to the coroner of the

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local jurisdiction. The Contracted Agency shall assume full responsibility for said body upon its return to the agency's jurisdiction.

**12. Escapes.** In the event of an escape of an inmate in the care of Adair County, Adair County shall immediately notify the Contracted Agency and local authorities. Adair County shall take any necessary steps to assist in the apprehension of the escaped inmate. Adair County shall bear any and all costs of and/or charges in the result of an escape.

**13. Services for Inmates.** All inmates have access to reading materials, scheduled visits, commissary program, religious and treatment/recovery services and recreational activities.

**14. Agreement.** This agreement represents the entire agreement between the parties hereto. All prior representations, agreements and understandings are superseded hereby.

**15. Amendments.** This agreement may be amended, modified or supplemented only by a written instrument signed by each of the parties hereto.

**16. Notice.** All notices provided under this agreement shall be in writing and shall be served by mailing, hand-delivering, or facsimile transmission as follows:

If to the agency:  
**Lin County Missouri Sheriff's Office**  
 Sheriff Tom Tucker (Contact Name)  
 115 W Jackson PO Box 142 (Mailing Address)  
 Linton, MO 64653  
 660-895-5587 (fax number)

If to Adair County:  
**Adair County Sheriff's Office**  
 John Axson - Corrections Director  
 235 N. Franklin  
 Kirksville, Missouri 63501  
 Fax: (660)85-3226

Either party may change their notification address or facsimile number upon reasonable notification of such change given to the other party.

**17. Independent Contractor Status.** Nothing in this agreement shall be construed to create a relationship of employer and employee, or principal and agent, or any other relationship other than that of independent parties contracted with each other solely for the purpose of carrying out the provisions of this agreement. Nothing in

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this agreement shall create any right 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 or 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. Adair County shall perform its duties hereunder as an independent contractor and not as an employee of the agency. Adair County shall have the total responsibility for all salaries, wages, workers compensation insurance, unemployment compensation, retirement, withholdings, other benefits and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Contracted Agency harmless with respect thereto.

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

**19. Inmate Accounts.** Adair County shall establish and maintain an account for each inmate and shall credit to such account all money that is received and shall make reimbursements debiting such account for responsible amounts for the inmates' purchases of personal items. Adair County shall be accountable to the Contracted Agency for such inmate funds. Upon the inmates' return to the Contracted Agency during normal business hours, the funds maintained in such account shall be returned with the inmate to the Contracted Agency.

**20. Programs.** Inmates referred to Adair County by the Contracted Agency shall have the same access to and right to participate in Adair County's programs as all other general population inmates of the facility.

**21. Indemnification.**

a. **By Facility.** Adair County shall indemnify and hold the Contracted Agency harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, action, cause of action or suit arising from, or relating to, the provision of services contemplated by this agreement and Adair County shall, at the request of the Contracted Agency's request, undertake in its name the defense of all actions arising from such occurrence while Adair County is a defendant; provided, however, that Adair County shall not be required to indemnify the Contracted Agency for the Contracted Agency's violation of the terms of this agreement with regard to inmate history, as described in paragraph 5 herein, or for the negligent act or omission of Adair County. Subject to the foregoing provision, Adair County shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by Adair County in connection with any such claims and shall not settle any such claim against Adair County without the consent of Adair County, which consent shall not be unreasonably withheld. In the event Adair County has the opportunity to settle a loss on the Contracted Agency's behalf, and the Contracted Agency withholds its consent to settle such loss (even if the consent to settle was not unreasonably withheld), then the obligation of Adair County shall not exceed the amount of the settlement offer as of the date of such refusal.

b. **By Agency.** Adair County shall not hold harmless or indemnify the Contracted Agency for any liability whatsoever except the fraud or gross negligence of Adair County in falsifying or failing to provide accurate criminal information on an inmate, which if accurately presented to the facility would have caused Adair County to reject such inmate in accordance with section 5. Nothing in this agreement shall be construed to limit Adair County's liability to the Contracted Agency, as such liability may exist by or under operation of law.

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**23. Successors and Assigns.** This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, and successors. The parties' rights and obligations under this agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Adair County's obligations under the terms of this agreement shall survive assignment and may not be assigned by the assignment of its obligator's under this agreement.

Adair County Sheriff's Office/Detention Center  
*[Signature]*  
 (Authorized Signature)

Lin County Missouri Sheriff's Office  
 (Authorized Signature)

Lin County Missouri County Commission  
*[Signature]*     *[Signature]*     *[Signature]*  
 (Authorized Signatures)

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ATTEST:

County Clerk

*Andra Collop*

Presiding Commissioner

*Mark Thompson*