

ADAIR COUNTY COMMISSION MINUTES TUESDAY, MARCH 29, 2016

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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 other person on this agreement. It is the express intention of Adair County that any entity other than Adair County or the Contracted Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This agreement is not intended to create any rights, fiduciary interests, nor entitlements in favor of any inmate. The 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 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. Irrespective 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 mistreated in violation of paragraph 1 of this agreement.

9. Insurance. Adair County shall maintain general liability and motor vehicle insurance and any necessary commercial or professional or commercial 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. The purchase of insurance is not intended to be a waiver of any of Contracted Agency's immunities or defenses and such insurance is only to be applied after such immunities and defenses are asserted and ruled on by a court of competent jurisdiction.

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 local jurisdiction. The Contracted Agency shall assume full responsibility for said body upon its return to the Contracted Agency or completion of any investigation by Adair County or other entities with authority for such investigation.

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

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

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If to the Contracted Agency:

Linn County Missouri Sheriff's Office
Tom Parks (Contact Name)
115 W. Jackson (Mailing Address)
Linn MO 64653
660-895-5587 (Fax number)

AND TO

Linn County Commission c/o Linn County Clerk
Suzan Stephens (Contact Name)
P.O. Box 91 (Mailing Address)
Linn MO 64653
660-895-5527 (Fax number)

If to Adair County:

Adair County Sheriff's Office
John Axson - Corrections Director
316 N. Franklin
Vicksburg, Missouri 63561
Fax: (660)785-3224

AND TO

Adair County Commission c/o Adair County Clerk

(Contact Name)

(Mailing Address)

(Fax number)

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 partnership.

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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 this agreement shall create any right or remedy 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 amendment 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 disbursements 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 Adair County: Adair County shall indemnify and hold the Contracted Agency harmless from and against all loss, cost or expense whatsoever resulting from any claim, demand, and 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, 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 Contracted Agency. Subject to the foregoing provision, Adair County shall also pay all costs, damages, expenses and reasonable attorney's fees incurred by Contracted Agency in connection with any such claims and shall not settle any such claim against Contracted Agency without the consent of Contracted Party, 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. Except as provided in this section, Adair County shall indemnify Contracted Agency for all losses incurred under this agreement caused by Adair County.

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 Contracted Agency in failing 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

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is construed to limit Adair County's liability to the Contracted Agency, as such liability may exist by or under operation of law.

22. 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 obligations under this agreement.

Adair County Sheriff's Office/Detention Center
[Signature]
(Authorized Signature)
Adair County Commission
[Signature]
Presiding Commissioner
Attest: _____
Adair County Clerk

Linn County Missouri Sheriff's Office
[Signature]
(Authorized Signature)
Linn County Missouri County Commission
[Signature]
Linn County Presiding Commissioner
Attest: _____
Linn County Clerk

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ATTEST: Andrea Collop
County Clerk

[Signature]
Presiding Commissioner