

CONTRACT FOR POLICE SERVICES

THIS CONTRACT FOR POLICE SERVICES entered into this 18th day of December 2025, by and between the CITY OF FREMONT HILLS, MISSOURI (hereinafter called the "City"), and the SHERIFF OF CHRISTIAN COUNTY, MISSOURI (hereinafter called the Sheriff.

WHEREAS, Brad Cole is the duly elected Sheriff of Christian County, Missouri, and has entered upon the discharge of his duties as the chief law enforcement officer of Christian County, Missouri, as required by the provisions of RSMo. Section 57.010.1; and

WHEREAS, Sections 70.220 and 70.820, RSMo. provide that political subdivisions within the State of Missouri are empowered to make and enter into Mutual Aid Agreements with other political subdivisions within the State in order to more effectively allocate law enforcement and other public safety services on a local and countywide basis that arise during the course of providing law enforcement services; and

WEHREAS, the City of Fremont Hills, pursuant to Section 70.815, RSMo., desires to enter into a contract with the Sheriff for the providing of police service within the city limits of Fremont Hills, Missouri, and the Sheriff has agreed to provide police services for the City on the terms and conditions set out herein; and

WHEREAS, the City of Fremont Hills, Missouri, has authorized by its ordinance and duly passed, the Mayor of Fremont Hills, Missouri to enter into this Contract on behalf of the City.

NOW, THEREFORE, IT IS AGREED as follows:

1. **Police Services:** Beginning as of January 1, 2026 (the "Effective Date") and as long as this Contract remains in effect, the Sheriff will provide limited police services for the City, which does not maintain a separate police department. The Sheriff agrees to provide approximately twenty (20) hours of random patrol per week to the City. The Sheriff agrees to enforce state statutes within the Fremont Hills city limits. The random patrol by deputies may occur at any time during the 24-hour day and may consist of, but is not limited to, calls for service, routine and unscheduled routine patrols, and investigations. The Sheriff's Office will accommodate the City's request for any patrolling during targeted times and locations identified as problem areas as time and call volume allows, at the Sheriff's discretion.
2. **Enforcement of City Ordinances:** Pursuant to Section 57.101, RSMo., the Sheriff and his deputies shall have the power and authority to enforce the ordinances of the City. The City shall provide copies of the ordinances and all amendments of the City thereto to the Sheriff. Any new ordinances and/or amendments shall be provided to the Sheriff prior to the effective date of the new ordinance and/or amendment.
3. **Duration of Contract:** The initial term of agreement shall be from the Effective Date, through December 31, 2026. Thereafter, unless terminated by either the City or the

County as herein provided, this Contract shall automatically extend for an additional term of one year, beginning on the 1st day of January the following year.

4. **Compensation for Services:** The City agrees to pay to the Sheriff and Christian County the sum of \$44,592.55 on an annual basis for the costs of police services within the city limits. Payments from the City to the Sheriff and Christian County shall be paid in advance in equal monthly installments of \$3716.04, to be paid by the 28th day of the each month. Any equipment or supplies necessary for the services provided may be separately invoiced by the Sheriff and are the responsibility of the City. Compensation shall be revisited and adjusted on an annual basis as agreed upon by the Sheriff and the City. The Sheriff will provide a monthly statement of services to the City.
5. **Financial Liability:** The City does not assume liability for the direct payment of any salaries, wages, or other compensation to personnel employed by the Sheriff to perform the selected services. It is agreed that all personnel shall be employees of the Sheriff and Christian County shall be responsible for providing workers' compensation insurance and all other benefits to which such personnel shall become entitled by reason of their employment with the Sheriff.
6. **Cancellation of the Contract:** This Contract for Police Services may be cancelled by either a majority vote of the Board of Aldermen of the City or the Sheriff, and will terminate sixty (60) days after written notice of cancellation is provided to the other party. Sixty (60) days after written notice of cancellation has been provided to the other party, all payments herein required of the City shall cease. If either party fails to fulfill in a timely and proper manner its obligations under the contract or if it should violate any of the terms of this contract, the aggrieved party shall have the right to terminate the contract on 30 days prior written notice. Such termination shall not relieve the City of any liability to the Sheriff for damages sustained by virtue of any breach by City. If the City cancels the contract during the term, the Sheriff shall not be liable for reimbursement of any monies conveyed for the term of the contract.
7. **Police Functions:** The Sheriff of Christian County, and not the City, shall have absolute authority over all police services provided pursuant to this Contract. Police Services to be provided under this contract shall encompass those police duties and functions which are the type statutorily deemed to be the responsibility of the local communities.

However, the Sheriff shall not be required to enforce animal control ordinances of the City, or ordinances relating to mowing yards, trash, brush, garbage, etc., commonly referred to as "code violations". The Sheriff agrees that the deputy assigned will report to the designee assigned by the City as to any ordinance violation that comes into question so the proper action can be taken by the City. The Sheriff will assist the City with notifications to residents of code violations that are continuous or persistent by the residents. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the Sheriff shall retain sole discretion in determining a solution to said dispute (i.e., reassignment of personnel, types of patrol, level of service available).

8. **Prosecution of Ordinance Violations:** The City will continue to provide the services of a city prosecutor to prosecute ordinance violations filed in the municipal division of the Circuit Court, and any appeals or applications for trial de novo therefrom. Summons issued for ordinance violations shall be submitted directly to the city prosecutor. Court costs shall remain the responsibility of the City.
9. **Future Adjustments:** The parties acknowledge that future adjustments in the annual contract compensation rate may be required due to a change in the cost-of-living index, it being understood by the parties that if they are unable to reach an agreement on future adjustments, either party may cancel this Contract as provided in Section 6. Any automatic extension of the term provided in Section 3 will incorporate any agreed adjustments on compensation, and no new written contract will be required by either party.
10. **Insurance:** Christian County and City each agree to maintain at their own expense during the term of this Contract
11. **No Waiver of Immunity:** It is understood and agreed that this Contract is solely for the benefit of the parties hereto and gives no right to any other party. Subject to the provisions of Missouri law, including Section 537.610, RSMo., the parties hereto agree that Christian County and the Sheriff, in general, and all of their officials, directors, deputies, agencies and employees, are relying on, and do not waive or intend to waive any provisions of governmental, sovereign or official immunity as provided by the Missouri common law or statute or Constitution which is otherwise available to Christian County and the Sheriff by entering into or carrying out this Contract. To the extent not covered by sovereign immunity, governmental or official immunity, under federal or state law, each party to this Contract shall be responsible for its own actions in the performance of this Contract and shall not be civilly liable to any third parties for bodily injury, including death, property damage, special, incidental or consequential damages arising out of providing of this Contract by the other party hereto. This language is not intended to act as a waiver or limitation on City or Sheriff's rights and/or defenses with regard to sovereign, governmental or official immunity under state or federal law.
12. **Partnership/Joint Venture:** Nothing herein shall in any way be construed or intended to create a partnership, joint venture, or special relationship between the parties or to create the relationship of principal and agent between or among any of the parties. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
13. **Waiver:** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

14. **Total Agreement:** This instrument contains the total agreement of the parties. No oral or other statements, proposals or agreements shall be binding on the parties hereto. This instrument however, may be amended in writing with the unanimous consent of the City and Sheriff of Christian County, Missouri.
15. **Authorization of Governing Bodies:** By setting their respective signatures to the document, the undersigned Sheriff of Christian County and Mayor of the City of Fremont Hills, representing that by a majority vote the City Aldermen have authorized and approved this Contract for Police Services and authorized the undersigned to execute this Contract on behalf of each respective entity, effective as of the Effective Date.
- Further, by setting their respective signatures to this document, the undersigned Mayor of the City of Fremont Hills, and the undersigned Sheriff of Christian County, Missouri hereby enter into this Contract, authorized and approved by the Board of Aldermen, and that the Sheriff and his deputies shall have the power and authority to enforce the ordinances of the City in the same manner as would police officers of the City.
16. **Governing Law & Venue:** This contract shall be governed by the laws of the State of Missouri. Proper venue for any lawsuit arising from a dispute involving this contract shall be exclusively brought in the circuit court of Christian County, Missouri.
17. **Severability:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

IN WITNESS WHEREOF, Christian County has caused this Contract to be executed by its Sheriff and the County Commissioners, attested by its County Clerk, and the City has authorized the Mayor of the City of Fremont Hills to execute this Contract pursuant to an ordinance adopted by the City's Board of Aldermen on the date first written above.

CITY OF FREMONT HILLS, MISSOURI

Luke Davis, Mayor
Luke Davis
Mayor, City of Fremont Hills

CHRISTIAN COUNTY
SHERIFF'S OFFICE

Brad Cole
Brad Cole
Christian County Sheriff

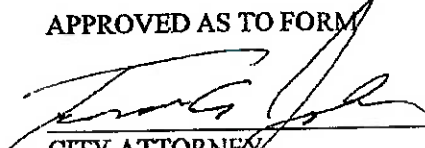
ATTEST:

Kay O'Neill
Fremont Hills City Clerk

CHRISTIAN COUNTY COMMISSION

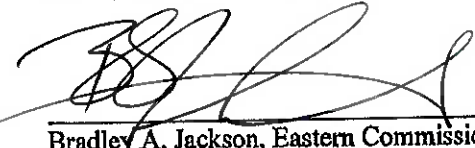
Lynn Morris
Lynn Morris, Presiding Commissioner

APPROVED AS TO FORM

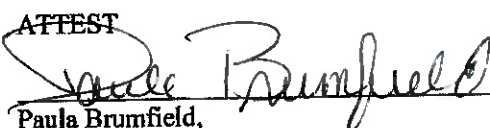

CITY ATTORNEY

Todd A. Johnson
CITY OF FARMOND HILLS

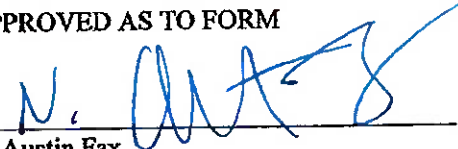

Johnny Williams, Western Commissioner


Bradley A. Jackson, Eastern Commissioner

ATTEST


Paula Brumfield,
Christian County Clerk

APPROVED AS TO FORM


N. Austin Fax
Christian County Counselor